

The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT

OF THE

BOARD OF CONCILIATION  
AND ARBITRATION

TOGETHER WITH THE

DECISIONS RENDERED BY THE BOARD

FOR THE

YEAR ENDING NOVEMBER 30, 1939



OFFICIALS

Commissioner  
**JAMES T. MORIARTY**

Assistant Commissioner  
**MARY E. MEEHAN**

Associate Commissioners  
(CONSTITUTING THE BOARD OF CONCILIATION AND ARBITRATION)  
CHARLES H. COLE  
LEWIS R. HOVEY  
JOHN L. CAMPOS

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## REPORT OF THE BOARD OF CONCILIATION AND ARBITRATION

CHARLES H. COLE, *Chairman*; LEWIS R. HOVEY, JOHN L. CAMPOS

On December 1, 1938, eight joint applications for arbitration were pending. During the year 306 joint applications were filed, making a total of 314. Of these 32 were abandoned, withdrawn or settled; decisions were rendered in 258 cases, also four supplemental decisions; 16 cases are now pending. One petition for a certificate of normality was filed and one certificate was issued.

During the past year the duties of the Board have been increased by reason of additional conciliation cases coming before it, which increase has not been caused by an increased number of industrial disputes, but rather because the offices of the Board have been used for conciliation purposes more than ever before by both employers and employees. This is in accordance with Section 3 of Chapter 150 of the General Laws, which requires that the mayor of a city, the selectmen of a town, employers or employees shall report every case of a labor dispute to this Board for possible conciliation. The duty of the Board is to prevent any cessation of work in labor disputes and it has been very successful during the past year. Massachusetts will show less man hours lost through strikes than any similar industrial state in the country.

The most important labor dispute during the year was the strike of members of Local No. 25 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America against the Employers Group of Motor Freight Carriers, of about 200 members. The first date for conciliation was December 28, 1938 and the last conference before the strike was called was January 3, 1939. The total number of hours spent by the Board during the conciliation of this strike was 104. The terminals of railroads, docks, warehouses and fish piers were clogged with foodstuffs, necessities of life and general merchandise. The general public was affected by a shortage of fish, vegetables, fruit and meat. Necessaries of life were permitted to be moved, however. The questions in dispute involved wages and working conditions. Compromises on the part of both employers and employees finally resulted in a settlement of this strike.

### RECOMMENDATIONS

1. The Board urgently recommends that it be given adequate space, either in the State House or outside, in which it may hold its conferences and hearings. It has at the present time one hearing room and there have been many occasions during the past year when there have been six conferences or hearings going on at the same time and the Board has been obliged to use not only its own office, but the office of its investigators, outside rooms in the State House, as well as its own corridor and the State House corridor for the purpose of conferences. This is not conducive to efficiency.

2. The Board urgently recommends that it be relieved of its duties as minimum wage commissioners. As the law is now, authority is divided, certain duties being given to the Minimum Wage Commission and other duties being given to the Commissioner of Labor and Industries. In addition to this, the Board feels that its duties as conciliators and arbitrators take up its whole time and it does not have time to give the proper attention to the duties of the Minimum Wage Commission.

### LIST OF INDUSTRIES AFFECTED AND PRINCIPAL DIFFERENCES IN CONCILIATION AND ARBITRATION CASES CONCILIATION

#### *Industries Affected*

Automobiles	Coal	Heat and Power
Bakers	Construction	Hardware
Barbers	Cotton	Hotels
Beverages	Dairy Products	Iron
Brewers	Electrical Goods	Laundries
Building Maintenance	Express	Leather
Building Trades	Fish	Liquor
Candy	Fruit and Produce	Longshoremen
Chauffeurs	Furniture	Lumber
Cleansers and Dyers	Garages	Markets
Clothing Manufacturers	Grocers	Movers

Oil	Shoes	Upholstering
Paper	School Supplies	Warehouses
Poultry	Taxi	Window Cleaners
Restaurants	Textiles	Woolens
Rubber	Transportation	

*Principal Differences:* Wages, Hours, Working Conditions, Discharge, Discrimination, Union Recognition, Terms of Agreement, Removal.

#### ARBITRATION

#### Industries Affected

Advertising	Fruit and Produce Dealers
Auto Repair Companies	Furniture Dealers
Baking	Garment Manufacturers
Books	Grocery Stores
Cleansers and Dyers	Heat and Power
Coal and Fuel	Laundries
Educational Materials	Leather
Fish Dealers	Movers
Food Markets	

*Principal Differences:* Wages, Seniority, Hours, Discharge, Working Conditions, Discrimination, Violation of Agreement, Interpretation of Agreement, Working Agreement.

## PREFACE

In order to avoid unnecessary printing and making the report of decisions more compact, where expert assistance is used the introduction is shortened, the form used being as follows:

Having considered said application, heard the parties by their duly-authorized representatives concerning the work in question, its character and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards:

In cases where expert assistance is not used, the introduction is shortened, the form used being as follows:

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards:

## DECISIONS

### SERVICE BUS LINES, INC.—REVERE

December 6, 1938

*In the matter of the joint application for arbitration of a controversy between Service Bus Lines, Inc. of Revere and Employees. (305)*

The Board awards that the matter of classification of work to be done by greasers, oilers, mechanics and mechanics' helpers is not outlined in the agreement, and the Board has no way of knowing whether or not there has been a violation of the rights of the mechanics and mechanics' helpers. It would suggest that an article be added in the agreement now being released by this Board covering a period of one year and a provision be added by the Company and the Association outlining the duties of the greasers, oilers, mechanics and mechanics' helpers so as to avoid any further controversy over their various duties. The Board therefore renders no decision on the second complaint as contained in the Association's letter of September 23.

The Board further awards that its interpretation of Article 7 on vacations is to the effect that all employees who have been in the employ of the company during the life of this contract for over two years are entitled to a vacation of one week of fifty hours at the regular rate of pay.

The Board has taken for further investigation complaint number one as outlined in the Association's letter of September 23 because of the inadequacy of the evidence. This decision will be released as soon as possible.

## SERVICE BUS LINES, INC.

December 6, 1938

*In the matter of the joint application for arbitration of a controversy between Service Bus Lines, Inc. and employees. (305)*

The Board, having arbitrated the provisions of the agreement, awards as follows:

## ARTICLES OF AGREEMENT

Articles of agreement entered into by and between the Service Bus Lines, Inc. of Revere and Arlington, its successors and assigns, hereinafter called the Company, party of the first part, and Local 1141 of the Amalgamated Association of Street Electric Railway and Motor Coach Employees of America, hereinafter called the Association, which term shall include both the Amalgamated Association of Street Electric Railway and Motor Coach Employees of America and said Local 1141, party of the second part.

WITNESSETH, that the purpose and intent of this agreement is to provide a working understanding between the employees of the Association in the employ of the Company, and the Company, each through its duly accredited officers, to provide as satisfactory services to the public as possible, to provide as good working conditions for said employees as possible, and to personally protect the interests of the Company and to provide that in the operation of the buses of the Company and respecting the relations to exist during the term of the contract, and those of its employees who during the life of this agreement are members of said Association, and both parties hereunto mutually agree.

Article I. ARBITRATION. The Company agrees to meet and treat with the duly accredited officers and committees of the Association upon all questions arising between them and should any difference arise between them which can not be mutually adjusted, the same shall be submitted at the request of either party to a board of arbitration to be selected in the following manner: One arbitrator shall be chosen by the Company, one by the Association, and the third arbitrator to be agreed upon by the two so selected, the decision of a majority of said board submitted in writing to the Company and the Association shall be binding upon both parties.

Each party shall bear the expense of its own arbitration and the expense of the third arbitrator together with other necessary expenses such as hall rental, stenographers, etc., shall be borne equally by the parties arbitration in the matter.

Pending the settlement of any difference by the arbitrators, no strike or lock-out shall be declared.

Article 2. MEMBERSHIP IN THE ASSOCIATION: The Company will do nothing to prevent or discourage any member from becoming or continuing to be a member thereof because of such membership.

The Association will not discriminate against any person in the employ of the Company because of their refusal to join the Association or to continue as a member thereof, but if any member of the Association is expelled or suspended from his membership therein for violation of any of the provisions of this agreement and the Company be satisfied that such expulsion or suspension for such reason and if justifiable, shall dismiss such person from its service.

The Company hereby agrees that they will deduct weekly from the pay of such employees, who are members of the Association, the sum of forty cents (40c) per week for the first three weeks and thirty cents (30c) per week for the fourth week in each and every month during the continuance of this agreement, and any extension hereof, and to pay same over to the Treasurer of the Association said sums on the second Friday of each month.

Article 3. GRIEVANCES—ADJUSTMENT OF: Any member of the Association in the employ of the Company who is suspended or discharged by the Company, or feels aggrieved during the term of this agreement, shall have the right to have his cause taken up by the executive officers of the Association. In all cases where said member of the Association desires to take up his case he shall call this to the attention of his immediate superior within seventy-two (72) hours from the time of the receipt of notification by him of suspension or discharge or from the time when the matter on which he feels aggrieved has occurred.

When the Association takes up a case with the Company an earnest endeavor shall be made to reach an adjustment.

## CONCILIATION AND ARBITRATION

Both the officers of the Association and the officers of the Company shall take up all matters arising between them with promptness and dispatch.

In case of suspension or discharge of any employee, reasons for such suspension or discharge shall be given the employee on request, except in cases of dishonesty, and upon his written request the executive officers of the Association shall be furnished with same within twenty-four (24) hours after such request has been made.

Any member of the Association in the employ of the Company who is suspended or discharged from the service, and after investigation is not found guilty of sufficient cause to warrant such action, shall be reinstated and shall be paid for all lost time, providing a majority of the Board stipulate that lost time shall be paid for.

The right of appeal from suspension or discharge to arbitration shall be limited solely to the right of appeal by the Association, or its officers or agents, and not by the individual employee, who shall have the right only through the Association, unless an appeal on any discipline case is filed in writing with the company within fifteen (15) days after action thereon by the Company, the case shall be forfeited.

**Article 4. SENIORITY:** It is hereby agreed and understood by and between the parties hereto that the following list, in the order named, shall be construed and shall be accepted as the order of the seniority of the men, to wit:

**BUS OPERATORS:**

Name	Wages
Theodore Prizio . . . . .	\$33.00
Louis Capedilupo . . . . .	30.00
Ralph Renzulli . . . . .	30.00
Ralph Roberts . . . . .	30.00
Frank Paglia . . . . .	30.00
Robert Chisterforo . . . . .	28.00
William Kelley . . . . .	28.00
Eugene McDonald . . . . .	28.00
Leo Dooley . . . . .	28.00
Alfred DeAngles . . . . .	28.00
Ed. Frammartine . . . . .	28.00
William Menza . . . . .	28.00
George Frazier . . . . .	28.00

**SPARE MEN:**

Henry Guarino . . . . .	52½c per hour
William Lohr . . . . .	"
Kelly Bengale . . . . .	"
Louis Leveroni . . . . .	"

**MECHANICS:**

Ralph Vito . . . . .	\$34.00
Robert Prew . . . . .	28.00
Joseph Pontano . . . . .	26.40

**GREASER AND WASHER:**

Albert Cataldo . . . . .	\$17.00
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It is also further agreed and understood between the parties hereto that the amount of wages set opposite the respective names of the men hereinabove shall be the weekly wage to be received by the men for a five day week, not to exceed ten hours per day.

Mechanics, mechanics' helpers and the greaser and washer shall work eight hours per day, six days per week.

Employees who are senior in point of service shall have the right to select special runs in turn.

**Article 5. HOURS OF LABOR.** The hours of labor shall be the regular straight shifts, based on a fifty-hour week and employees shall work upon the following shifts:

- A. 6:40 A. M. to 3:20 P. M.
- B. 3:20 P. M. to 12:30 A. M.
- C. 6:00 A. M. to 3:00 P. M.
- D. 3:00 P. M. to 12:30 A. M.
- E. 6:40 A. M. to 9:00 A. M.  
3:00 P. M. to 7:00 P. M.

Regular runs shall be bid off every three months excepting when runs are changed there shall be a new bid.

Article 6. WAGES. Work to be according to the present shifts. Bus operators shall be paid at time and one-half on the basis of the wages above referred to for each hour over ten hours per day, and mechanics and their helpers shall be paid at the rate of time and one-half on the basis of the wages above referred to for each hour over eight hours per day.

Article 7. VACATIONS. All employees of the Company of over two years of regular and continuous service shall be granted a vacation of one week consisting of fifty hours at the regular rate of wages. The time that this vacation shall be taken shall be fixed by the Company, and be limited to one man a week until such time as all men entitled to vacations have received the same.

Article 8. SPECIAL JOBS. On all special work requiring more than ten hours time, the driver shall receive an allowance of Seventy-five (75c) Cents for meals.

On special jobs where less than eight hours is consumed from the time of starting to the time of returning, operators shall be paid for half time.

On special jobs where time of starting to the time of returning exceeds eight hours, operators shall be paid at the rate of one day's pay.

Article 9. MAKING OF SCHEDULES: In the making of schedules, no scheduled run with outside time of thirteen hours shall be made.

Article 10. The Company shall designate who is to be their operating foreman, or superintendent, at all times during the day and night.

He shall be the responsible party to whom the bus operators and mechanics shall look for orders or directions. They shall be responsible only for the orders they receive from this designated head.

Article 11. Bus drivers shall receive preference over mechanics in operation of buses on the line.

Article 12. The sons of Alphonso Roberto and George Anzuoni now employed by the company shall be employed in such capacity as the company desires without regard to seniority. There shall be no lay-off nor discharge of regular employees by reason of this article.

Article 13. A guarantee of three hours shall be given spare men when sent out on the run, and the three hours shall be completed in or within eight hours from the time the employee is sent out from the garage.

Article 14. New men shall be obliged to join the Union within ten (10) days following their employment by the Company. This clause shall in no event apply to any son or sons of George Anzuoni or Alphonse Roberto. Spare Union men shall have preference over call men. The Company is limited to five call men from May 1st to Labor Day in each year.

Temporary employees (call men) shall not be required to join the local union unless such call men remain in the employ of the company for a period of thirty days, but this clause shall not apply to one Frank Straccia who is now a member of Local No. 1141.

Article 15. All employees who are now or may hereafter become members of the Association shall remain members of the Association in good standing so long as they remain in the services of the Company, provided that such a continuance in membership will not conflict with the laws of the Association.

Article 16. This agreement and the provisions thereof shall be effective as of December 1, 1938, and shall be binding upon the Service Bus Lines, Inc. and its successors and assigns, and said Association shall remain in full force and effect up to and including the 31st day of December, 1939.

Thirty days' notice in writing shall be given by either party of the contract prior to the date of expiration as set forth in said agreement of its intention not to renew the same.

No change, alteration or modification of such agreement shall be valid or binding upon any of the parties thereto unless such change, alteration or modification is in writing and signed by all parties named in the original agreement.

Article 17. The Company reserves the right at all times to make such rules and regulations as it deems necessary in the conduct of its business, excepting that if the party of the second part is aggrieved by any such rule or regulation, the party of the second part shall have the right of arbitration as provided in Article 3.

Article 18. The Company agrees to use the duplicate card system of record of discipline, the Company and the employee each holding one and similar records of discipline shall be made thereon. An employee may have his com-

ment thereon and he shall sign the Company's card with his comment and acknowledge that the matter has been brought to his attention.

Article 19. The Company agrees in cases of disagreement over the physical qualifications of employees that the physician representing the Company and the physician representing the employee will endeavor to determine jointly the actual physical condition of the man without requiring the consultation of a third physician, with the understanding, however, that the employee shall pay for the services of his own physician. If the two physicians are unable to agree, a third physician shall be selected by the two, and the three shall arbitrate this matter, and the expenses of the third physician shall be borne equally by the parties to this agreement.

Article 20. Men shall not be permitted to operate on runs for which they are not fitted as a result of age, disability, or other disqualifications. If a dispute arises as to such qualifications, same is to be arbitrated as herein provided.

Article 21. The Company recognizes the desirability of notifying the men of any important changes in working conditions not provided for in this agreement a reasonable time in advance of the date of same taking effect and will do so far as practicable.

Article 22. A mechanic who is compensated for eight hours wages as a mechanic shall receive regular operator's wages while driving a bus.

Article 23. It is hereby agreed by and between the Company and the Association that the Company shall not, at any time, reduce the rating of any employee to a lower grade, and the classifications hereinbefore mentioned shall be the governing classification for the purpose of this clause.

Article 24. The Company agrees that it shall not employ more than one mechanic's helper to every three mechanics employed on any shift. No mechanics helper shall work alone, and shall at all times be under the direction and control of the mechanics in charge.

Article 25. It is hereby agreed and understood between the Company and the Association that each man starts with a clean record as of the date of this contract, and in any question or dispute arising during the term of this contract, nothing that the man might have done prior to the date hereof shall in any way be used against him.

Article 26. In the event that any of the operators shall report late for work, he shall be required to lose that day's pay, and shall be required on the first offense within nine months to work three nights in place of his three days on as a part of his schedule, and shall be required on the second offense within nine months to work one week of nights, and shall be required on the third offense within nine months, that the punishment be referred to arbitration.

At the expiration of nine months, the slate shall be wiped clean, and all previous offenses shall be negated.

Article 27. Each day off shall be picked according to the seniority list hereinbefore established. Picks shall be changed monthly.

Article 28. In the event there is no work for the men to do, then the said company shall have the right to lay off one or more men, provided, however, that in the event the work picks up and more men are required, the men shall be re-employed in the order of seniority.

The Board recognizes the right of the Company to employ its president, Alphonse Roberto, and its treasurer, George Anzuoni, in any capacity that it deems fit.

The Company shall have the right to discharge any new employee for any cause whatsoever within thirty days of the date of this agreement.

There shall be no strike nor cessation of work nor lockouts during the life of this agreement.

All bus drivers employed by the Company are to wear a regulation uniform as prescribed by the Company during the full time that they are working.

THIS AWARD as rendered by the State Board of Conciliation and Arbitration shall be the contract binding alike both the SERVICE BUS LINES, INC. and the employees as represented by the AMALGAMATED ASSOCIATION OF STREET RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, and upon receipt of this contract it shall be duly signed by the President and Treasurer of the Company, and by the Business Representative, Officers and Executive Board Members of the Association.

**LORD & SPENCER, INC.**

December 9, 1938

*In the matter of the joint application for arbitration of a controversy between Lord & Spencer, Inc. and delivery clerks. (307)*

The Board awards that the five employees in question are entitled to six days' vacation with pay.

The Board further awards that the Company has no right to transfer men from store to terminal or vice versa.

**WINSLOW BROTHERS & SMITH COMPANY—NORWOOD**

December 9, 1938

*In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and brushers. (2)*

The Board finds that Fred Mixon is entitled to preference of seniority on the job in question.

**HARTMAN SHOE COMPANY—HAVERHILL**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Hartman Shoe Company of Haverhill and cutters. (283)*

The Board awards that 25% of the leather price shall be paid by the Hartman Shoe Company to employees at Haverhill for cutting fabric, eight thick, for the work as there performed.

**PHYLLIS SHOE COMPANY—LOWELL**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Lowell and vamps. (299)*

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Lowell, for the work as there performed:

	Per 36 pair
Vamping, Pattern No. 320 . . . . .	\$0.60
Topstitching Monk strap . . . . .	.90

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**SERVICE BUS LINES, INC.—REVERE**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Service Bus Lines, Inc., of Revere and employees. (305)*

The Board awards under Article 26 of the agreement then in force, which reads as follows:

"In the event that any man shall be required to attend a meeting of any arbitration board, and such arbitration board shall find against the company, the company shall pay the salary of such man or men attending the hearing,"

that the following employees are entitled to compensation on the following basis, in conformity with that article:

William Menza . . . . .	3 days	Ralph Vito . . . . .	1 day
Eugene McDonald, Jr. . . . .	4 days	Alfred DeAngles . . . . .	1 day
Ralph Roberts . . . . .	3 days	Ralph Renzulla . . . . .	1 day
Robert Prew . . . . .	3 days	Nicholas Anzuoni . . . . .	2 days

**PHYLLIS SHOE COMPANY—LOWELL**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Lowell and leather heel workers. (306)*

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Lowell, for the work as there performed:

Grooved heels:

Heel shaving; Price and one-half.

Heel scouring; Price and one-half.

Heel burnishing; Price and one-half.

The above prices shall apply to present conditions.

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

CONCILIATION AND ARBITRATION  
**PHYLLIS SHOE COMPANY—LOWELL**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Lowell and bed lasters.* (308)

The Board awards that six cents per case extra shall be paid by the Phyllis Shoe Company to employees at Lowell for bed lasting square toe moccasins, Pattern No. 31, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**PHYLLIS SHOE COMPANY—LOWELL**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Lowell and cutters.* (309)

The Board awards that eighteen cents per thirty-six pair shall be paid by the Phyllis Shoe Company to employees at Lowell for cutting Bella tongue, Pattern No. 34-B, by machine, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

**SOUTHERN MASSACHUSETTS OIL CORPORATION—TAUNTON**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Southern Massachusetts Oil Corporation of Taunton and drivers and helpers.* (5)

The Board finds that the Southern Massachusetts Oil Corporation was within its rights in not reinstating the employee in question.

**PORTER JAPANNING COMPANY—WOBURN**

December 13, 1938

*In the matter of the joint application for arbitration of a controversy between the Porter Japanning Company of Woburn and laborer in color department.* (6)

The Board finds that the employee in question has been discriminated against and is entitled to reemployment by the above-named company.

**CURLEY BROTHERS—WAKEFIELD**

December 21, 1938

*In the matter of the joint application for arbitration of a controversy between Curley Brothers of Wakefield and employees.* (301)

The Board awards that the following rates of wages shall be paid by Curley Brothers to employees at Wakefield, for the work as there performed:

	<i>Per hour</i>
Chauffeurs	\$0.60
Helpers	.47
Millers and maintenance men	.65

By agreement of the parties, this decision shall take effect as of November 19, 1938.

**PILOT SHOE COMPANY—CHELSEA**

December 27, 1938

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and fancy stitchers.* (4)

The Board awards that the following prices shall be paid by the Pilot Shoe Company to employees at Chelsea, for the work as there performed:

Fancy stitching:	<i>Per 36 pair</i>
Bobby pattern:	
Stitch tip, fitted	\$0.42
Stitch top of tongue, vamp tongue fitted	.42
Stop	.06
Sprung condition	.06
Stitch straps with bar	.99

Hold in gore, both sides . . . . .	.24
Stitch saddles, both sides . . . . .	1.02
Closed condition . . . . .	.06
	—
	3.27—Gross
	—
Condition of vamp . . . . .	2.35—Net, 72% of above .39
	—
	2.74—Total (net)

By agreement of the parties this decision shall take effect as of the date of the inception of the work.

### THE GEORGIAN INCORPORATED—CAMBRIDGE

December 29, 1938

*In the matter of the joint application for arbitration of a controversy between The Georgian Incorporated of Cambridge and cooks, kitchen men, pot washers, salad men, counter men, dish washers, porters, bus boys and cashiers. (8)*

The Board awards as follows:

An increase of 10% over and above the wages now paid.

Forty-eight hours shall constitute a week's work.

Eight hours in nine shall constitute a day's work with two one-half hour periods for meals except on Monday, on which day the employer shall have the right to arrange his schedule to nine hours in ten.

In the matter of vacations with pay the Board finds that the present condition of the company does not warrant the same, but reserves the right to review the question of vacations with pay in June, 1939.

By agreement of the parties this decision shall take effect as of November 22, 1938.

### CARR LEATHER COMPANY—PEABODY

December 29, 1938

*In the matter of the joint application for arbitration of a controversy between the Carr Leather Company of Peabody and sprayer. (12)*

The Board finds that the Carr Leather Company was justified in discharging the employee in question.

### GENTLES BAKING COMPANY—MATTAPAN

December 30, 1938

*In the matter of the joint application for arbitration of a controversy between the Gentles Baking Company of Mattapan and driver-salesmen. (1)*

The Board finds that the employee in question was justifiably discharged.

### AGOOS TANNING COMPANY—LYNN

January 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Agoos Tanning Company of Lynn and stakers. (9)*

The Board awards that the following prices shall be paid by the Agoos Tanning Company to employees at Lynn, for the work as there performed:

Per 100

Staking on grain calf:

4/5	.	.	.	.	.	.	\$1.04
5/7	.	.	.	.	.	.	1.22
7/9	.	.	.	.	.	.	1.40
9/12	.	.	.	.	.	.	1.57
12/16	.	.	.	.	.	.	1.96
16/20	.	.	.	.	.	.	2.50

### BROCKELMAN BROS. INC.—WORCESTER

January 14, 1939

*In the matter of the joint application for arbitration of a controversy between Brockelman Bros. Inc. of Worcester and employees. (29)*

The Board awards that in connection with Article 6, Section 2, which reads, "In hiring help members of the Union will be given preference", the Company has not violated the provision of this section.

In connection with Section 3, Article 6, which reads, "It is the policy of the Company to have it understood that those employees who are now members of

the Union are to remain members of said Union," the Board finds that this places no obligation on the part of the Company to discharge employees who are unfinancial in the Union or who fail to continue to be members of the Union. It would indicate from the statement of policy, however, that it is the desire of the Company that these men who have joined the Union should continue in such membership. The Board, while it finds no justification for the Company discharging such employees, does find an implied obligation in the wording of the contract which would place upon the Company some obligation in the way of advice to employees who are unfinancial. The Board finds, therefore, that the Company should cooperate with the Union in sustaining the membership of those employees who are members of the Union and should use every reasonable effort either by advice or warning to employees to pay their dues to said Union and to remain members of it.

In connection with Article 7, Section 1, the Board finds that this article refers to seniority subject to competency and, therefore, that there has been no violation of this article.

The Board finds no violation of Article 7, Section 2 of the agreement.

The Board finds that the discharges of John Brennan and John Ridler were justified and orders the reinstatement of Harry Goldstein with retroactive pay to January 9, 1939.

#### CHRIS LAGANAS SHOE COMPANY—LOWELL

January 19, 1939

*In the matter of the joint application for arbitration of a controversy between the Chris Laganas Shoe Company of Lowell, and treers. (14)*

The Board finds that the employee in question was justifiably discharged.

#### DAINTY MAID SHOE COMPANY—HAVERHILL

January 19, 1939

*In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and lasters and conveyor operators. (19)*

The Board awards that the following prices shall be paid by the Dainty Maid Shoe Company to employees at Haverhill, for the work as there performed:

Pattern No. 339 and similar patterns:	Per 36 pairs
Hand lasting	\$0.83
Staple side lasting	List price
Staple shank	.075
Staple front strap	.16
Conveyor, including solvent, shank tucks and plugs	.44
Bed lasting	Not done

#### GRAND SHOE COMPANY—HAVERHILL

January 19, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and wood heelers. (21)*

The Board awards that the Grand Shoe Company shall pay the regular price for heeling open heel shoes, pounding to be deducted if not requested by the supervisor, for the work as there performed.

#### ALL GRADE 2A FACTORIES—HAVERHILL

January 19, 1939

*In the matter of the joint application for arbitration of a controversy between all Grade 2A Factories in Haverhill and sock liners. (24)*

The Board awards that \$0.135 per 36 pair shall be paid by all Grade 2A Factories in Haverhill for putting in sock linings in open toe shoes, for the work as there performed.

#### ALL GRADE 2A FACTORIES—HAVERHILL

January 19, 1939

*In the matter of the joint application for arbitration of a controversy between all Grade 2A Factories in Haverhill and treers. (25)*

The Board awards that shoes with open toes with opening measuring 1½ inches or under (4B size, office samples) shall be considered closed toes and closed toe price shall be paid. One-twenty-fourth shall be deducted from the price list for treeing open toe shoes (opening over 1½ inches) for the work as there performed.

**ARKWRIGHT CORPORATION—FALL RIVER**

January 25, 1939

*In the matter of the joint application for arbitration of a controversy between Arkwright Corporation of Fall River and Employees.* (11)

The Board awards the following wage structure for the employees of the open stock department, involving four individuals in the Cohn Hall, Marx Division and the rest of the employees of the Seneca Division of the Arkwright mills of Fall River.

The employees of the office staff shall receive the same rate of pay they are now receiving;

In the stock room, the man in charge, one Joseph Rivard, to be increased from \$.5558 per hour to \$.60 per hour. One clerk, Lóuis Grebla, to be increased from \$.45 per hour to \$.4765 per hour. Stanley Mis and Caesar Piva, an increase from \$.35 per hour to \$.40 per hour. The employees of the Cohn Hall, Marx Division to receive \$.4765 per hour instead of their present scale.

In the warehouse, one Fred Frutas to receive an increase from \$.35 per hour to \$.40 per hour. The other two employees to receive the same pay they are now receiving.

The man in charge of seconds, one Paul Griffó, to receive an increase from \$.4023 per hour to \$.4765 per hour.

In the shipping department and invoicers, one Aquilla Pelletier, marker and stenciler, to receive an increase from \$.3937 per hour to \$.4765 per hour. The other markers and stencilers to receive the same salary they are now receiving. One Pat McGinley, a packer, to receive an increase from \$.4765 per hour to \$.5294 per hour. All the other packers to receive the same salary they are now receiving. The package man, Wilfred Desmarais, to receive the same salary he is now receiving. The invoicer, Joseph Moquin, to receive the same salary he is now receiving. The sweeper, Pat Hayden, to receive the same salary he is now receiving.

The three girl invoicers to receive the same salary they are now receiving.

In the refold and bundling department, one Mary Reis to receive an increase from \$.3368 per hour to \$.3705. All other employees in this department to receive the same pay they are now receiving.

The hookers and doublers, all salaries now given to employees in this operation to remain the same.

**WINSLOW BROTHERS & SMITH COMPANY—NORWOOD**

January 25, 1939

*In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees.* (40)

The Board finds that the employee in question is a student, under the interpretation of the contract.

**J. B. BLOOD COMPANY**

January 27, 1939

*In the matter of the joint application for arbitration of a controversy between J. B. Blood Company and Store Help.* (7)

The Board awards that the following employees are required to be members of the union:

Catherine Cashman
Lillian Doyle
Dorothy Keegan
Mary Cahill
June Chatman

Grace Paplow
Marion Poole
S. Raftalis
S. French
H. Chatlin

**M. Shipone**

The Board finds that the following employees are not required to join the union:

Marguerite Powers
Dorothy Temple

Gerald Griffin
Augustine Murphy

**BURGESS EXPRESS COMPANY, INC.**

January 27, 1939

*In the matter of the joint application for arbitration of a controversy between Burgess Express Company, Inc. and Chauffeurs.* (44)

The Board awards that the employee in question should be returned to his former route, decision to take effect as of the next payroll week.

CONCILIATION AND ARBITRATION  
CELECT BAKING COMPANY

January 30, 1939

*In the matter of the joint application for arbitration of a controversy between  
CeLect Baking Company and Oven Men. (39)*

The Board awards

1. Regarding the covered pan bread, the employees working at the ovens cannot perform the operation of putting the full racks of bread from the moulder to the proof box, but can and are now doing the work of loading and unloading oven: pulling bread out of steam proof box to oven; supplying themselves with racks both for pans and also pan trucks; pushing full pan trucks to place designated for same, etc.

2. Regarding the open top or regular pan bread, the employees working at the oven can perform the extra operation of putting full racks of bread from the moulder to the proof box in addition to the work now being performed by them, and which includes: pulling bread out of steam proof box to the oven; supplying themselves with racks both for pans and also pan trucks; pushing full pan trucks to place designated for same; loading and unloading bread in and from oven, etc. In other words, in the opinion of the Board, the company's claim is a reasonable and proper claim.

**GONIPROW KID COMPANY**

February 1, 1939

*In the matter of the joint application for arbitration of a controversy between  
Goniprow Kid Company and Employee. (42)*

The Board awards that the Company was within its rights in discharging the employee in question.

**UNIQUE SHOE COMPANY—HAVERHILL**

February 2, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Unique Shoe Company of Haverhill and fancy stitchers. (15)*

The Board awards that the price in effect, plus \$0.016 per dozen pair for trimming, shall be paid by the Unique Shoe Company to employees at Haverhill for fancy stitching Pattern No. 2, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**UNIQUE SHOE COMPANY—HAVERHILL**

February 2, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Unique Shoe Company of Haverhill and fancy stitchers. (16)*

The Board awards that the following prices shall be paid by the Unique Shoe Company to employees at Haverhill, for the work as there performed:

Fancy stitching:	Per dozen
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Pattern No. 3:	
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Stitching vamp to lining, complete . . . . .	\$1.04
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Pattern No. 4:	
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Stitching pin tucks . . . . .	.288
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By agreement of the parties this decision shall take effect as of the date of starting the work in question.

**UNIQUE SHOE COMPANY—HAVERHILL**

February 2, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Unique Shoe Company of Haverhill and bench girls. (17)*

The Board awards that there shall be no change in the price paid by the Unique Shoe Company to bench girls at Haverhill for cementing for die out on Pattern No. 6, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

**UNIQUE SHOE COMPANY—HAVERHILL**

February 2, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Unique Shoe Company of Haverhill and fancy stitchers. (18)*

The Board awards that seventy-three cents per dozen shall be paid by the Unique Shoe Company to employees at Haverhill for fancy stitching front,



## Bellies:

Wet toggling	.	.	.	.	.	.	.18
Dry toggling	.	.	.	.	.	.	.22

## Calf:

4/5	.	.	.	.	.	.	.35
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The Board recommends that the following sizing of calfskins shall be adopted as a standard:

4/5	Up to 100 feet per dozen	maximum	8 foot skin
5/7	100 to 120 feet per dozen	maximum	10 foot skin
7/9	120 to 145 feet per dozen	maximum	12 foot skin
9/12	145 to 170 feet per dozen	maximum	14 foot skin
12/17	170 to 200 feet per dozen	maximum	18 foot skin

**OAKDALE COMMUNITY GARAGE AND BUS LINE—DEDHAM**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between Oakdale Community Garage and Bus Line of Dedham and Employees.* (10)

The Board awards an increase of eight percent (8%) be granted on the hourly rates to the operators and the spare men.

This decision to take effect from December 11, 1938.

**COLELLA & MILANO, INC.—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between Colella & Milano, Inc., of Haverhill and outside cutters.* (31)

The Board awards that the calf extra shall be paid by Colella & Milano, Inc. to outside cutters at Haverhill for cutting seal skin, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

**GRAND SHOE COMPANY—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and block cutters.* (32)

The Board awards that there shall be no change in the price now paid by the Grand Shoe Company to block cutters at Haverhill for block cutting Pattern No. 9920, tufsta, for the work as there performed.

**JONAS SHOE COMPANY—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Jonas Shoe Company of Haverhill and block cutters.* (33)

The Board awards that fifty-eight cents per hour shall be paid by the Jonas Shoe Company to block cutters at Haverhill for cutting whole shoes on the block.

By agreement of the parties, this decision shall take effect as of its date.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and outside cutters.* (34)

The Board awards that the Unity Shoemakers Corporation shall pay to employees at Haverhill the base price on Pattern No. 2566, plus foxed cut for cutting quarter on Pattern No. 2566, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and outside and trimming cutters.* (35)

The Board awards that \$1.95 per 100 pair shall be paid by the Unity Shoemakers Corporation to employees at Haverhill for cutting leather linings on Patterns Nos. 2570, 2571 and 2572, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

**COLELLA & MILANO, INC.—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between Colella & Milano, Inc., of Haverhill, and cutters.* (47)

The Board awards that \$1.67 per 100 pair shall be paid by Colella & Milano, Inc., to employees at Haverhill for cutting split heel cover on Pattern Hi Ho, four piece heel cover, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**H. HOLTZ SHOE COMPANY—HAVERHILL**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between the H. Holtz Shoe Company of Haverhill and cutters.* (48)

The Board awards that \$0.888 per 100 pair shall be paid by the H. Holtz Shoe Company to employees at Haverhill for cutting collar on Pattern No. 676 on clicking machine, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**EDGAR P. LEWIS & SONS COMPANY—MALDEN**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between Edgar P. Lewis & Sons Company of Malden and elevator boy.* (50)

The Board awards that the employee in question is not entitled to reinstatement in the employ of the company.

This decision is to take effect as of its date.

**BEGGS & COBB, INC.—WINCHESTER**

February 7, 1939

*In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc. of Winchester and Employees.* (55)

The Board awards that there shall be no increase in the wages in the operations of fat liquor and color wheels, lime reels, or sub-foreman in the chrome tanning department.

This decision shall take effect as of its date.

**BOSTON-BANGOR TRANSPORTATION CORPORATION—SOMERVILLE**

February 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Boston-Bangor Transportation Corporation of Somerville and employees.* (41)

The Board finds that the two employees in question were justifiably discharged.

**GENERAL BAKING COMPANY—BOSTON**

February 15, 1939

*In the matter of the joint application for arbitration of a controversy between the General Baking Company of Boston and employees.* (46)

The Board finds that the General Baking Company in laying off the employee in question did so for purely business reasons and in the interest of economy and efficiency. The Board further finds there was no discrimination because of union activities.

**BOYNTON TRUCKING COMPANY—CAMBRIDGE**

February 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Boynton Trucking Company of Cambridge and employees.* (54)

The Board finds that Harvey M. Sherwood was unjustifiably discharged and the Board orders his reinstatement as of the next payroll week.

**MASSACHUSETTS LEATHER MANUFACTURERS ASSOCIATION—PEABODY,  
SALEM AND DANVERS**

February 16, 1939

*In the matter of the joint application for arbitration of a controversy between members of the Massachusetts Leather Manufacturers' Association of Peabody, Salem and Danvers, and leather workers, members of Local No. 21, National Leather Workers' Association. (30)*

The Board awards that the following clause relative to the hiring of new employees shall become part of the agreement by incorporation:

Any time during the term of the agreement should there be forwarded to the Board by the union a complaint in writing to the effect that an employer, member of the Massachusetts Leather Manufacturers' Association, has committed an abuse in the matter of hiring an excessive number of non-union employees, the Board shall cause an investigation to be made for the purpose of determining if such an abuse exists. On the basis of the findings of the Department investigator, the Board shall make its decision to each of the parties involved, which decision shall be final and binding on both parties.

By agreement of the parties to the arbitration, as entered into under date of January 11, 1939, an agreement shall be immediately executed by the parties which shall contain the same terms and conditions as the 1938 agreement, with the following changes:

1. Time and one-half for overtime shall be substituted for time and one-third.
2. Christmas holiday with pay for the years 1939 and 1940, according to a plan hereinafter to be agreed upon in conference and in the event of an inability to agree upon a plan, the matter shall be submitted to the State Board of Conciliation and Arbitration for settlement.
3. The agreement shall remain in full force and effect for two years, terminating in accordance with its provisions January 1, 1941.
4. The decision of the Board pertaining to the hiring of new employees shall become part of the agreement by incorporation.

**HERBERT HOLTZ SHOE COMPANY—HAVERHILL**

February 16, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and lining makers. (57)*

The Board awards that the following prices shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill, for the work as there performed:

No extra shall be paid on Pattern No. 590 for right and left condition, caused by slot in lining.

No extra shall be paid for making linings of material with gum backing and backed work, as company is going to discontinue use of this grade of material.

Where lines are matched, lining makers shall receive an extra of one cent per dozen pairs.

By agreement of the parties, this decision shall take effect as of its date.

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

February 16, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and lining makers. (58)*

The Board awards that the following prices shall be paid by the Unity Shoe Makers Corporation to employees at Haverhill, for the work as there performed:

Pattern No. 2637 and similar patterns:

Lapping front of lining, closed condition, double needle machine; no change.

If lines are matched; 1c. per dozen pairs extra.

By agreement of the parties, this decision shall take effect as of its date.

**HERBERT HOLTZ SHOE COMPANY—HAVERHILL**

February 16, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and top stitchers.* (59)

The Board awards that the following prices shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill, for the work as there performed:

Top stitching Patterns Nos. 625 and 626; no change.

Top stitching quarter top, as on Pattern No. 650 and similar patterns; no change.

By agreement of the parties, this decision shall take effect as of its date.

**T. J. O'SHEA LEATHER COMPANY—PEABODY**

February 20, 1939

*In the matter of the joint application for arbitration of a controversy between the T. J. O'Shea Leather Company of Peabody and cellar workers.* (65)

The Board finds that the employee in question was justifiably discharged.

**BERWICK CAKE COMPANY—BOSTON**

February 23, 1939

*In the matter of the joint application for arbitration of a controversy between the Berwick Cake Company of Boston and bakery workers.* (28)

The Board awards that the following rates of wages shall be paid by the Berwick Cake Company to employees at Boston, for the work as there performed:

	<i>Per hour</i>
Oven Men: Duties: Baking cakes and pies and in addition scraping pans, rolling dough for pies and cutting papers for pans.	\$0.69
Chief oven man (West)	.55
Senior oven men (Gorman, Kowalewski) 12 or more years' service	.52
Oven man (W. Grindall)	.48
Assistant oven man (Mikulski)	.50
Scaler (Downing): Weighs dough on a scaling machine, dumps cakes from pans to trays	.50
Ingredient Scaler (Mitchell): Puts up the flour, shortening, soda and other mixings that go into the cakes	.50
Pie Men: Mix pie dough and fill pies with ingredients:	
Senior pie man (Burin)	.55
Pie men (J. Aitchison, C. Aitchison)	.48
Assistant pie man (Doucette)	.40
Icing Mixer (Egan)	.50
Cake Mixer (W. Aitchison)	.55
Bench man (Tapp)	.52
Belt Men (C. Grindall, MacDonald)	.42
Belt Man Helper (O'Reilly)	.40
Stamp Girl (Keenan)	.40
Class A Girls: Icers, wrappers, boxers, greasers, pie girls and froster	
Chief Class A Girl, head icer (Corbett)	.40
Girls with less than 9 months' service	.33
Girls with more than 9 months' service	.36 1/2
General Helpers: Greasing and scraping pans, picking raisins from boxes, washing machine and other general work:	
Chief general helper (Lihoradon)	.50
General helpers, over 6 months' service	.42
General helpers, under 6 months' service	.37
Head Porter (Jefferson)	.48
Porters: (Sheffield, Small, Jeffrys) (James, Thompson)	.40
Shipper, (D. O'Brien)	.45
Sealer (E. Smith)	.42
	.50

The Board reserves the right, upon the petition of either party, to reopen the wage scale on or after July 1, 1939.

By agreement of the parties this decision shall take effect as of December 23, 1938.

**PILOT SHOE COMPANY—CHELSEA**

February 23, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and stockfitters.* (51)

The Board awards that the employee in question shall be reinstated, without back pay, by the Pilot Shoe Company at Chelsea.

This decision shall take effect as of its date.

**MASTER TRUCKMEN—LOWELL**

February 25, 1939

*In the matter of the joint application for arbitration of a controversy between the master truckmen of Lowell and chauffeurs, teamsters and helpers.* (37)

The Board awards, as follows:

*Article 4—Section A:* Except as otherwise provided, where an employee is obliged to sleep away from home, the employee shall be paid \$4 in advance, when leaving Lowell, to provide suitable sleeping quarters and meals while away from home.

*Article 14—Wages:*

	Per week
All trucks and semi-trailers, registered carrying capacity, six tons or over	\$34.26
All trucks and semi-trailers, registered carrying capacity, over three tons to under six tons	31.62
All trucks, registered carrying capacity, three tons or under	28.99
Helpers, platform men, freight handlers and general garage or terminal employees	27.93

A week shall consist of forty-eight hours. Any time in excess of forty-eight hours shall be overtime and paid for at the rate of time and one-half.

*Article 15—Section B:* Drivers on road freight or furniture work on line haul between terminals such as Lowell to New York City, being such work as shall require the employee to sleep away from home during the day or night, shall be paid \$17.11 per trip. Said trip, not to exceed 24 hours, shall be reckoned both to and from a given destination, meaning thereby that the trip would be divided into two 12-hour runs, loading, unloading and driving each way.

*Article 15—Section E:* If and when any driver returns from New York via the Boston terminal, the driver upon arriving at the Boston terminal shall help unload his truck at the terminal. Under no conditions shall a driver after returning from the New York trip to the Boston terminal make deliveries in Metropolitan Boston or its vicinity.

All drivers on road freight or furniture work on line haul between terminals such as Lowell to New York City shall be paid in advance \$3.50 per trip between New York City and Lowell and \$4 per trip between New York City terminal and Lowell terminal via Boston terminal. Provided rooms are furnished by the employer in any case \$1 for each trip shall be deducted from the above amounts.

This decision shall be inserted in the 1939 contract, all other matters having been agreed upon.

This award shall take effect as of Monday, January 30, 1939, and shall be in effect for the duration of the contract.

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

February 28, 1939

*In the matter of the joint application for arbitration of a controversy between Unity Shoe Makers Corporation of Haverhill and buffers.* (61)

The Board awards that three cents per 36 pair extra shall be paid by the Unity Shoe Makers Corporation to employees at Haverhill for buffing thin or Philadelphia edges, for the work as there performed.

This decision shall take effect as of its date.

**SHOE MANUFACTURERS—HAVERHILL**

February 28, 1939

*In the matter of the joint application for arbitration of a controversy between the shoe manufacturers of Haverhill and stockfitters.* (62)

The Board awards that twelve cents per 36 pair shall be paid by the shoe manufacturers to stockfitters at Haverhill for splitting soles on machines made

by the United Shoe Machinery Company and the Compo Shoe Machinery Company, for the work as there performed.

This decision shall take effect as of its date.

### UNITY SHOE MAKERS CORPORATION—HAVERHILL

February 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and finishers. (63)*

The Board awards that the following prices shall be paid by the Unity Shoe Makers Corporation to finishers at Haverhill, for the work as there performed:

Finishing heels separate on the shoe on the Zuyder Zee:	Per 36 pair
Buff tops separate on shoes . . . . .	\$0.06
Paint tops separate on shoes . . . . .	.06
Blacking tops separate on shoes . . . . .	.06
Roll and polish tops separate on shoes . . . . .	.06
Stain and brush tops separate on shoes, both coats to be brought up to a polish:	

1st coat . . . . .	.06
2nd coat . . . . .	.06

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

### LOWELL COAL DEALERS' EXCHANGE

March 1, 1939

*In the matter of the joint application for arbitration of a controversy between members of the Lowell Coal Dealers' Exchange and chauffeurs, teamsters and helpers. (38)*

The Board awards that the following wage rates shall be paid by members of the Lowell Coal Dealers' Exchange, for the work as there performed:

Chauffeurs:	Per hour
Four months (May, June, July, August) 40 hours per week . . . . .	\$0.69
Four months (March, April, September, October), 44 hours per week . . . . .	.68
Four months (November, December, January, February) 48 hours per week . . . . .	.68

Helpers	.58
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This decision shall be incorporated in the 1939 contract and made part and parcel thereof.

By agreement of the parties this decision shall take effect as of January 17, 1939 and continue in effect for the duration of the contract.

### CRONIN BROTHERS TRANSPORTATION COMPANY—BOSTON

March 1, 1939

*In the matter of the joint application for arbitration of a controversy between Cronin Brothers Transportation Company of Boston and employees. (60)*

The Board finds that the employer was justified in discharging the employees in question.

### ELGIN PASTRY KITCHEN—BOSTON

March 1, 1939

*In the matter of the joint application for arbitration of a controversy between Elgin Pastry Kitchen of Boston and Employee. (68)*

The Board awards that the employer is within his rights in changing the classification of the employee in question.

### HENRY JENKINS TRANSPORTATION COMPANY

March 1, 1939

*In the matter of the joint application for arbitration of a controversy between the Henry Jenkins Transportation Company and platform workers. (69)*

The Board finds that the employer was justified in discharging the employee in question.

**SHAWMUT TRANSPORTATION COMPANY—BOSTON**

March 3, 1939

*In the matter of the joint application for arbitration of a controversy between  
Shawmut Transportation Company of Boston and chauffeurs. (80)*

The Board awards that the company was within its rights in the substitution of drivers in view of its efforts to reach the two men involved. The employees shall reimburse the employer on the basis of \$1.00 a week until the sum is paid in full.

**JOHN BRADY—LOWELL**

March 6, 1939

*In the matter of the joint application for arbitration of a controversy between  
John Brady of Lowell and Employees. (45)*

The Board awards the attached agreement as its decision.

**A G R E E M E N T**

Between John Brady (hereinafter called the Employer) and CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL NO. 49, of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN and HELPERS OF AMERICA, (hereinafter called the LOCAL) to govern all hours, wages and conditions, as hereinafter set forth, from the 6th day of March, 1939, until the first day of March, 1940. During this period there shall be no revision or modification of this agreement except by mutual consent of the parties hereto.

**ARTICLE 1**

**WAGES.** The wages to be paid to Truck Drivers and Helpers on sand, gravel, excavating, general construction work and all kinds of dump truck work shall not be less than follows:

Truck and Trailer and semi-trailer and trucks on sand, gravel, excavating, general construction work and all kinds of dump truck work, registered carrying capacity two (2) tons or over, 60c. per hour.

All trucks on sand, gravel, excavating, general construction work and all kinds of dump truck work, registered carrying capacity under two (2) tons, 50c. an hour. Helpers, 45c. an hour.

Extra employees shall be paid at the same rate as employees doing a similar kind of work. It is agreed that any man receiving a higher wage than stated in this agreement shall receive no reduction in wages by the signing of same. One man shall be permitted in garage to represent the Organization as Steward without discrimination.

When trucks are hired by third persons within the area of Lowell and towns immediately contiguous to Lowell, the time of the employee shall start when he leaves the garage in Lowell.

**ARTICLE 2**

**HOURS:** Forty-eight (48) hours shall constitute a week's work on the basis of eight hours per day.

All hours worked in excess of the hours above (except Sundays and holidays) shall be paid for at the rate of time and one half.

When it is necessary to work any employees covered by this agreement on a Sunday or holiday, they shall be paid at the rate of double time for such work.

Employees shall be allowed one hour each day for dinner as near 12 o'clock noon as possible.

Plowing and removal of snow shall be paid for at straight time.

**ARTICLE 3**

All employees required to sleep away from home shall be paid for all expenses incurred.

**ARTICLE 4**

Seniority shall prevail as far as practicable.

**ARTICLE 5**

**SAFETY:** The Employer shall not require an employee to operate or work upon a vehicle which is defective in condition or equipment, which is overloaded, or to operate without sufficient rest, or in violation of any law or ordinance and shall protect the employee with Workmen's Compensation Insurance as required by the law of the State.

**ARTICLE 6**

Any issue arising relative to the interpretation of this agreement that cannot be settled between the Company and the business representative of the Local shall be referred to the Board of Conciliation and Arbitration for determination.

**TERMINATION AND EXTENSION:** Either party to this agreement, desiring to extend or modify the term of the agreement after the termination hereof, shall serve written notice to the other party not less than thirty (30) days prior to the date of termination.

No strike or lockout shall be declared pending the thirty (30) days notice above provided for; and no strike or lockout shall be declared thereafter, pending reasonable negotiations for a new agreement.

No agreement shall be made with any Chauffeurs, Teamsters or Helpers which in any way conflicts with the terms of this agreement.

### PILOT SHOE COMPANY—CHELSEA

March 6, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and treers. (71)*

The Board awards that the dressing price shall not be deducted from the treer's price on colored shoes which are sprayed.

This decision shall take effect from February 18, 1939.

### C. S. HARRIMAN & SON—WILMINGTON

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between C. S. Harriman & Son of Wilmington and shavers. (56)*

The Board finds that the employee in question should not be reinstated by C. S. Harriman & Son.

### COLELLA, MILANO, INC.—HAVERHILL

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between Colella, Milano, Inc., of Haverhill, and cutters. (72)*

The Board awards that the following prices shall be paid by Colella, Milano, Inc., to cutters at Haverhill, for the work as there performed:

Per 100 pair

Cutting fox overlay, Pattern No. 239, by hand, two to a pair \$1.261

Cutting tip overlay, Pattern No. 239, by hand, one piece to a pair .335

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

### HARTMAN SHOE COMPANY—HAVERHILL

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between the Hartman Shoe Company of Haverhill and cutters. (73)*

The Board awards that the following prices shall be paid by the Hartman Shoe Company to cutters at Haverhill, for the work as there performed:

Per 100 pair

Pattern No. 33576:

Foxed cut on quarter; same price as whole quarter.

Pattern No. 348:

Tip; no change in price.

Pattern No. 344:

Ten pieces to a pair, machine price \$3.12

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

### HERBERT HOLTZ SHOE COMPANY—HAVERHILL

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and cutters. (74)*

The Board awards that Pattern No. 710 at the Herbert Holtz Shoe Company in Haverhill is a three cut quarter.

By agreement of the parties this decision shall take effect as of its date.

### SHOE MANUFACTURERS—HAVERHILL

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between the shoe manufacturers of Haverhill and outside cutters. (75)*

The Board awards that a foxed quarter shall be paid the same price as a whole quarter and a foxed vamp shall be paid the same price as a whole vamp, for the work as there performed.

By agreement of the parties this decision shall take effect as of its date.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

March 8, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters.* (76)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to cutters at Haverhill, for the work as there performed:

Per 100 pair

Cutting quarters on Patterns Nos. 2829 and 2830, by hand	\$2.17
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Cutting tip lining on Pattern No. 2685, by hand	.585
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By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

**EAGLE ADVERTISING COMPANY—BOSTON**

March 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Eagle Advertising Company of Boston and employees.* (66)

The Board finds, inasmuch as the employee in question did not take this matter up with his union officials, as he should, that both the employer and employee are equally responsible for the violation. In view of the fact that the employee brought it to the attention of the employer three times and finally left his job because of it, and inasmuch as the employee in question worked approximately fifty per cent of the time as an electrician's helper, the Board feels that he is entitled to some consideration and awards that the company shall pay to the employee in question the sum of \$25.

**GREEN-BARR SHOE COMPANY—LOWELL**

March 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Green-Barr Shoe Company of Lowell and stitchers.* (77)

The Board awards that the following prices shall be paid by the Green-Barr Shoe Company to employees at Lowell, for the work as there performed:

Per 36 pair

Pattern No. 12160:

French cord stitching, pump, including formations	\$0.42
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French cord pressing, pump, including formations	.42
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Pattern No. 10560:

Pump stitching pumps after made up by fancy stitchers, complete	.45
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Pattern No. 11160:

Pump stitching pumps, including going across front of shoe	.63
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By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

**HARTMAN SHOE COMPANY—HAVERHILL**

March 20, 1939

*In the matter of the joint application for arbitration of a controversy between the Hartman Shoe Company of Haverhill and treers.* (85)

The Board awards that no extra shall be paid by the Hartman Shoe Company to treers at Haverhill for the pleated condition on Patterns Nos. 337 and 348 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 8, 1939.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

March 20, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers.* (91)

The Board awards that \$1.20 per case of 36 pair shall be paid by the Unity Shoemakers Corporation to treers at Haverhill for cleaning white Amazon kid, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

**ROHMER WOOL SCOURING COMPANY—NEWTON**

March 21, 1939

*In the matter of the agreement for arbitration of a controversy between the Rohmer Wool Scouring Company of Newton and employees.*

The Board awards that 61½c. per hour shall be the minimum wage paid all

employees on production work, for the work as there performed.

This decision shall take effect as of February 1, 1939.

### **EAST WEYMOUTH WOOL SCOURING COMPANY—EAST WEYMOUTH**

March 21, 1939

*In the matter of the joint application for arbitration of a controversy between the East Weymouth Wool Scouring Company of East Weymouth and employees. (64)*

The Board awards that 61½c. per hour shall be the minimum wage paid all employees on production work, for the work as there performed.

By agreement of the parties this decision shall take effect as of February 1, 1939.

### **PILOT SHOE COMPANY—CHELSEA**

March 27, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and fancy stitchers. (92)*

The Board awards that sixty cents per 36 pair shall be paid by the Pilot Shoe Company to fancy stitchers at Chelsea for stitching in gores at back of quarter, two to a pair, stitched all around both ends, on Pattern "Sweetheart," for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

### **UNITY SHOEMAKERS CORPORATION—HAVERHILL**

March 29, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and wood heelers. (82)*

The Board awards that an extra of twenty-four cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to wood heelers at Haverhill for heeling "Dutch Boy Louis" with short toplifts, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 2, 1939.

### **DINE SHOE CO., INC.—WAKEFIELD**

March 29, 1939

*In the matter of the joint application for arbitration of a controversy between the Dine Shoe Co., Inc., of Wakefield, and employees. (88)*

The Board awards that an increase of seven and one-half per cent over the present price list shall be granted by the Dine Shoe Co., Inc., to employees at Wakefield, for the work as there performed.

This decision shall take effect as of March 25, 1939.

The Board reserves the right upon the application of either side to again review the wage scale in the above-named plant on or after July 1, 1939.

### **PHYLLIS SHOE COMPANY, INC.—NEWBURYPORT**

March 29, 1939

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company, Inc., of Newburyport, and slip sole layers. (94)*

The Board awards that sixteen cents per case of 36 pair shall be paid by the Phyllis Shoe Company, Inc., to employees at Newburyport for laying crepe mid soles, for the work as there performed.

By agreement of the parties, this decision shall take effect as of March 27, 1939.

### **GRAND SHOE COMPANY—HAVERHILL**

April 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and fancy stitchers. (96)*

The Board awards that eleven cents per dozen pair shall be paid by the Grand Shoe Company to fancy stitchers at Haverhill for stitching gores in Pattern No. 9939 "Pal", for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

### **HERK SHOE COMPANY—HAVERHILL**

April 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Herk Shoe Company of Haverhill and French cord turners. (97)*

The Board awards that the following prices shall be paid by the Herk Shoe Company to French cord turners at Haverhill, for the work as there performed:

Pattern No. 515:	<i>Per doz. pair</i>
Turning by machine	\$0.118
Snipping . . . . .	.02
	<u>\$0.138</u>

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

#### NOVELTY SHOE COMPANY—HAVERHILL

April 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Novelty Shoe Company of Haverhill and French cord stitchers.* (98)

The Board awards that \$0.133 per dozen pair shall be paid by the Novelty Shoe Company to French cord stitchers at Haverhill for stitching French cord on Pattern No. 665, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 5, 1939.

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and French cord stitchers and turners.* (99)

The Board awards that there shall be no change in the prices now paid by the Unity Shoemakers Corporation to employees at Haverhill for stitching and turning French cord on the following patterns: Nos. 2846, 2806, 2722, 2576, 2518, 2473, 2140, 2150, 2745, 2767, 2726, 2581, 2750, 2578, 2637, 2589 and 2591 and 2606, Lastex front, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 16, 1939.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and French cord stitchers and turners.* (100)

The Board awards that there shall be no change in the prices now paid by the Unity Shoemakers Corporation to employees at Haverhill for stitching and turning French cord on the following patterns: Nos. 2761, 2791, 2743, 2784, 2630, 2591 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 27, 1939.

#### NATHAN H. POOR COMPANY—PEABODY

April 6, 1939

*In the matter of the joint application for arbitration of a controversy between Nathan H. Poor Company of Peabody and stakers.* (84)

The Board awards that the following prices shall be paid by the Nathan H. Poor Company to employees at Peabody, for the work as there performed:

	<i>Per dozen</i>
Staking:	
Coat suede . . . . .	\$0.10
Chrome linings, first way . . . . .	.084
Chrome linings, second way . . . . .	.063
Vegetable linings . . . . .	.063
Blocking:	
Coat suede . . . . .	.10

This decision shall take effect as of April 6, 1939.

#### JAMES A. AICARDI & SON, INC.—BOSTON

April 11, 1939

*In the matter of the joint application for arbitration of a controversy between James A. Aicardi & Son, Inc., of Boston, and salesman.* (111)

The Board finds that the employee in question was justifiably discharged.

#### CHRIS LAGANAS SHOE COMPANY—LOWELL

April 17, 1939

*In the matter of the joint application for arbitration of a controversy between the Chris Laganas Shoe Company of Lowell and employees.* (93)

The Board awards that the following prices shall be paid by the Chris Laganas Shoe Company to employees at Lowell, for the work as there performed:

Bottom finishing:	<i>Per 36 pair</i>
Stain bottoms, including top lift, one coat, no brush	\$0.15
Wax and polish bottoms	.143
Fancy stitching:	
Pattern No. 495:	
Stitching on collar and barring ends and stitching tip	1.42
Pattern No. 492:	
Stitching rows on back of quarter and one row around seamless pump, and stitching one row on tip, cemented on	1.73
Pattern No. 513:	
Barring front of vamp together	.42
French cord stitching:	
Pattern No. 504	.58
French cord pressing:	
Pattern No. 504	.58
Stitching curved non-slip	.18
Cutting:	
Cutting saddles, four to a pair:	
Pattern No. 503	.28
Pattern No. 502	.28
Pattern No. 500	.28
Pattern No. 495	.36
Cutting vamp saddles, two to a pair:	
Pattern No. 485	.25
Pattern No. 503	.25

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

#### GILBERT F. SMITH—LYNN

April 17, 1939

*In the matter of the joint application for arbitration of a controversy between Gilbert F. Smith of Lynn and general body builders. (109)*

The Board awards an increase of five per cent in wages paid by Gilbert F. Smith to employees at Lynn and that there shall be no change in the Saturday work, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

#### BENZ KID COMPANY

April 18, 1939

*In the matter of the joint application for arbitration of a controversy between Benz Kid Company and Platers. (67)*

The Board awards that the minimum rate now in effect of \$21.50 shall remain for the operation as performed.

#### CHRIS LAGANAS SHOE COMPANY

April 18, 1939

*In the matter of the joint application for arbitration of a controversy between Chris Laganas Shoe Company and Insole Binders. (78)*

The Board awards that the price on binding innersoles all around shall be 15.6c. per case, and for binding innersoles on toes shall be 12c.; for dinking out innersoles with tuck cemented on, an extra shall be paid of 1½c. per case (36 pairs.)

Randing shanks all around, 6½c. per case (36 pairs.)

#### LOWELL SHOE COMPANY—LOWELL

April 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Lowell Shoe Company of Lowell and employees. (79)*

The Board awards that the following prices shall be paid by the Lowell Shoe Company to employees at Lowell, for the work as there performed:

Fancy stitching Pattern No. 99154:	<i>Per 36 pair</i>
Stitching cut outs on quarter over mesh, four to a shoe (eight to the pair) joined	\$0.60

Fancy stitching Pattern No. 1705:	
Stitching overlay to gores and stitching gores to shoe, including looping	1.55
Fancy stitching Pattern No. 646:	
Stitching bows on front of shoe, including stripping	.72
French cord stitching Pattern No. 630:	
Vamp throat, including stripping condition	.21
French cord pressing Pattern No. 630:	
Vamp throat, including stripping condition	.21
Cutting Pattern No. 645:	
Cutting split vamp including strap condition, four straps to pair; base	\$0.65
split	.18
straps	.18
Total	\$1.01

Cutting Pattern No. 648, same as Pattern No. 605; no extra.  
By agreement of the parties, this decision shall take effect as of the date of  
the inception of the work in question.

## PINE STATE EXPRESS, INC.

April 18, 1939

In the matter of the joint application for arbitration of a controversy between  
Pine State Express, Inc. and Chauffeurs. (86)

The Board awards that the discharge of the employee in question was justifiable.

## ELGIN PASTRY KITCHEN

April 18, 1939

April 18, 1935

In the matter of the joint application for arbitration of a controversy between  
Elgin Pastry Kitchen and Baker. (87)

The Board awards that if and when a vacancy occurs for which Mr. Stanion is qualified that he shall be given re-employment by the company.

**JOHN R. KELLEY COMPANY**

April 18, 1939

In the matter of the joint application for arbitration of a controversy between John R. Kelley Company and Employee. (90)

The Board awards that the employment of Peter O'Malley is terminated.

HUNT-RANKIN LEATHER COMPANY

April 18, 1939

In the matter of the joint application for arbitration of a controversy between Hunt-Rankin Leather Company and Shavers. (101)

The Board awards that an increase of one cent (1c.) a dozen be paid on the Regulars, 4/5s; an increase of one cent (1c.) a dozen on the Regulars, 5/7s, over and above that now being paid on the piece rates on the Traud shaving machines. By agreement of parties, this decision shall take effect as of March 29, 1939.

## SLATTERY BROTHERS—SALEM

April 18, 1939

In the matter of the joint application for arbitration of a controversy between Slattery Brothers of Salem and tackers. (110)

The Board awards the following schedule as its decision relative to the sizing of skins:

## TACKING SPLITS

No. of splits per pack	Rate per hundred	Regular Brushed	White	Suede Feet per dozen	Range per skin
<b>9½ to 11 ounce splitting</b>					
Up to 210	. \$2.20	\$2.60	100 to 120	8½ to 10	feet
210 to 350	. 1.95	2.35	60 to 100	5 to 8½	feet
<b>8¾ oz. splitting</b>					
Up to 375	. 1.95	2.35	60 to 100	5 to 8½	feet
375 to 525	. 1.66	1.96	40 to 60	3½ to 5	feet
<b>7¾ oz. splitting</b>					
Up to 400	. 1.95	2.35	60 to 100	5 to 8½	feet
400 to 600	. 1.66	1.96	40 to 60	3½ to 5	feet
600 and up	. 1.38	1.58	Up to 40	Up to 3½	feet

## CONCILIATION AND ARBITRATION

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No. of splits per pack	Rate per hundred	Brushed	Feet per dozen	Range per skin
Up to 7½ oz. splitting				
Up to 500	1.95	2.35	60 to 100	5 to 8½ feet
500 to 700	1.66	1.96	40 to 60	3½ to 5 feet
700 and up	1.38	1.58	Up to 40	Up to 3½ feet

## ALL KIPS

			Rate per hundred	Brushed
Up to 175	3.15		500 to 600	1.95 2.25
175 to 325	2.73	3.23	600 to 1000	1.66 1.86
325 to 500	2.10	2.50	Over 1000	1.38 1.58

Figures are based on a wheel load of 700 pounds shaved weight.  
The manufacturer has the right to maintain the present sizing system.

## BROCKELMAN BROTHERS—WORCESTER

April 18, 1939

*In the matter of the joint application for arbitration of a controversy between Brockelman Brothers of Worcester and employees.* (123)

The Board awards that the employee in question shall be returned to employment without compensation for time lost. In making its finding the Board has in mind the fact that the right to hire and the right to discharge for cause is definitely that of the employer and if discipline is to be maintained, then that right is fundamental. It does not appear, however, in this instance that there was substantiation either in the evidence or in any fact deducted from the hearing which warranted such drastic action in this case.

## UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 25, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and finishers.* (103)

The Board awards that there shall be no change in the price now paid by the Unity Shoemakers Corporation to employees at Haverhill for finishing black and brush bottoms, not including toplifts, for the work as there performed.

## UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 25, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and employees.* (104)

The Board awards that there shall be no change in the price now paid by the Unity Shoemakers Corporation to employees at Haverhill for shanking in, for the work as there performed.

## UNITED MARKETS, INC.—DORCHESTER

April 25, 1939

*In the matter of the joint application for arbitration of a controversy between the United Markets, Inc., of Dorchester, and chef.* (107)

The Board awards that the employee in question was justifiably discharged.

## N. H. POOR LEATHER COMPANY—PEABODY

April 26, 1939

*In the matter of the joint application for arbitration of a controversy between N. H. Poor Leather Company of Peabody and elevator man and general worker.* (105)

The Board has already indicated that the employee in question is classified as an elevator operator and that work done on that elevator belongs in the first instance to him. However, this is not to be interpreted as compulsory upon the company to call in said operator for periods of less than two hours' work in slack periods of employment.

## LITTLE DOROTHY DRESSES

April 27, 1939

*In the matter of the joint application for arbitration of a controversy between Little Dorothy Dresses and Garment Workers.* (49)

The Board awards that the following prices shall be paid on piece-rate work in the plant of the Little Dorothy Dress Company;

Make collar, all sizes .....	\$ .03	Make belt for buckle .....	.03
Sét collar, all sizes .....	.05½	Make sash belt .....	.04
Second stitch, all sizes .....	.04½	Bind opening, special machine	.02¼
Set shoulders, all sizes .....	.03	Bind opening, plain .....	.03¼
Set sleeves .....	.04½	Put on buttons .....	.01½

Gather sleeves .....	.03	Bind sleeves .....	.05
Set cuff with gather .....	.05	Pipe sleeves .....	.04
Set cuff, no gather .....	.03½	Piece skirt .....	.03
Set waist to skirt, plain front and back .....	.06½	Bind sleeves with gather .....	.05
Set waist to skirt, two pleats .....	.04¼	Pipe collar .....	.04
Close dress .....	.08	Make collar with ruffle .....	.12
Put on bottom, special .....	.04¼	Cleaning, trimming .....	.07
Close dress with cuff .....	.09	Pressing .....	.19
Put on bottom, plain .....	.06	Folding .....	.13

This decision shall take effect as of its date.

### UNITED MARKETS, INC.—BOSTON

May 1, 1939

*In the matter of the joint application for arbitration of a controversy between  
United Markets, Inc., of Boston and employees. (13)*

The Board awards as follows:

1. The Company recognizes the Retail Clerks International Protective Association, Local Union No. 1445 of Boston and Local Union No. 224 of Quincy, all affiliated with the American Federation of Labor, as the sole and exclusive bargaining agency for all its employees in all its stores, who are eighteen years of age or older, except executives, buyers and those who are employed in a supervisory capacity or in office work of a clerical, stenographic or telephone operative nature, or drivers and helpers on trucks of two tons or more, and the Company further agrees that all present employees eighteen years of age or older, except executives, buyers and those who are employed in a supervisory capacity or in office work of a clerical, stenographic or telephone operative nature, or drivers and helpers on trucks of two tons or more, shall become members of the Unions within thirty (30) days from the date of such hiring and any employees shall be discharged by the Company upon written notice from the Unions to the Company that he or she is not a member thereof in good standing.

2. The Company agrees, upon the written instruction of any employee or group of employees, to deduct from the wages of such employee or employees such sums of money as such employee or group of employees direct and within ten days thereafter shall pay such sums so deducted to the Union designated by said employee or group of employees.

3. Any and all questions or disputes arising between the Company and its employees shall in the first instance be taken up by the Company and the Unions, but not during working hours, and, if an amicable agreement is not reached, upon the written request of any party concerned, shall be submitted to the State Board of Conciliation and Arbitration, whose decisions shall be final and binding on both parties.

4. The Company shall continue to employ and to discharge such persons as it may from time to time determine that the best interests of the Company, the welfare of its employees or the good will of the public require it to do, and there shall be no restriction on its rights to designate the duties and work of any employee or to transfer him or her from one department to another, but no employee shall be discharged without reasonable cause, which, among other causes, shall include theft, shortage in accounts, sabotage, creating hazards of safety or health, smoking on the premises except where expressly permitted, reporting for work intoxicated, being late for work repeatedly, gambling, sale or use of intoxicants or narcotics on the premises or contiguous thereto, incompetency, inefficiency, insubordination, continued absence without leave, or any action which injures the good name or business of the Company; and the Unions agree to cooperate with the Company to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from employment with the Company. Any employee who secures a position with the Unions, or any of them, which requires his absence from the business of the Company shall, upon the completion of such employment, be reinstated in his former employment at the rate of compensation paid in such position at the time of said reinstatement.

5. The Company shall determine all questions of promotion, demotion, layoffs, filling vacancies or such like matters, but in the exercise of its judgment shall consider the seniority standing as well as the ability, practicability and other qualifications of its employees, but nothing in this decision shall abridge the right of the Company to reduce the number of its employees generally or

to close any department or to reduce the number of its employees in any department as in its judgment the volume or the proper conduct of its business requires.

6. Fifty-two hours shall constitute a week's work for male employees and forty-eight hours shall constitute a week's work for female employees. The working hours of each day shall be continuous, except for a period or periods not exceeding one and one-half (1½) hours for meals. There shall be no restriction of any kind as to the opening or closing hours of the business of the Company. The Company will observe and restrict its business on all legal holidays to the extent that its competitors do.

7. The following minimum rates of wages shall be established:

	<i>Per week</i>
Counter men	\$18.50
Counter women	16.50
Meat cutters, all around	25.50
Meat cutters' assistants, all around	21.00
Chop cutters	21.00
Cafeteria and lunch-counter men	18.50*
Cafeteria and lunch-counter women	16.50*
Chefs	30.00*
Short order cooks and salad men	20.50*
Kitchen men	18.00*
Kitchen women	16.00*
Dish washers and helpers, male	18.00*
Bus girls	16.00*
Bakery counter salesmen	18.50
Bakery counter saleswomen	16.50
Bakers, experienced all around	30.00
Baker, male helpers	21.00
Baker, female helpers	18.50
Sausage makers	25.00
Sausage makers' assistants	20.00
Delivery truck drivers	22.00
Receiving room employees	22.00
Fruit and vegetable cellar employees	18.50
Sign painters	22.00
Firemen	20.00
Cleaners, watchmen, coat room employees	19.00
Maintenance men	22.00
Part-time workers	.35 per hour

\* With meals

8. All full time employees who have been in the employ of the Company for at least a period of one year prior to May first of any year during the term of this agreement will be given one week's vacation with full pay, said vacation period to begin May first and end August thirty-first.

9. The common good demands that the supply of food stuffs should not be interrupted nor hindered and as the parties concerned have amicably adjusted all matters bearing upon their relationship of employer and employees and have provided for the orderly and peaceable settlement of all future questions or disputes during the terms of this decision and that, therefore, during the term of this decision there shall be no strike, lockout, picketing, boycott or suspension of work.

10. When the Company requires its employees to wear uniforms, said uniforms shall be furnished by the Company and the Company shall pay the expense of laundering them.

11. Employees of the Company designated for the purpose of stocktaking when the stores are closed shall receive no compensation for their services for the first one and one-half (1½) hours in any such stocktaking, but for any time in addition to said one and one-half (1½) hours in any such stocktaking they shall receive pay at regular rates; and employees when authorized to work overtime, except for stocktaking, or when authorized to work on Sundays or on holidays shall be paid at the rate of time and one-half.

12. No employee shall be required to perform any service for any other concern or any store in which a labor controversy exists.

This decision shall remain in full force and effect for the period of one (1) year from the date of the decision.

CONCILIATION AND ARBITRATION  
**GRAND SHOE COMPANY—HAVERHILL**

May 1, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and pressers.* (112)

The Board awards that \$0.074 per dozen pairs shall be paid by the Grand Shoe Company to employees at Haverhill for pressing quarter collar, both sides, by machine on Pattern No. 9932, Milti and similar patterns, for the work as there performed. By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

**HERBERT HOLTZ SHOE COMPANY—HAVERHILL**

May 1, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and top and fancy stitchers.* (113)

The Board awards that the following prices shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill, for the work as there performed.

Pattern No. 730:	Per dozen
Top stitch and insert gore, one side . . . . .	\$0.197
Stitch vamp toe and slits to lining . . . . .	.48

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

**HERBERT HOLTZ SHOE COMPANY—HAVERHILL**

May 1, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and stitchers.* (114)

The Board awards that the following prices shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill, for the work as there performed.

Pattern No. 725:	Per dozen
Press quarter collar, both sides, by hand . . . . .	\$.11
Press quarter collar, both sides, by machine . . . . .	.074
Top stitch quarter collar, both sides, held . . . . .	.225
Top stitch vamp saddle, held . . . . .	.173
Top stitch vamp saddle, cemented . . . . .	.157

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

May 1, 1939

*In the matter of the joint application for arbitration of a controversy between Unity Shoemakers Corporation of Haverhill and fancy stitchers.* (115)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to fancy stitchers at Haverhill, for the work as there performed:

Patterns Nos. 2848, 2802, 2800, 2796, 2761:

Stitch mesh to lining; no change

Stitch overlay and stripping to mesh and lining; no change.

This decision is not binding on Pattern No. 2761, as no shoes were being made on this pattern at the time of the investigation.

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

**JACOB ASADOOR, EDMUND A. MORENCY, D. & N. TRANSPORTATION COMPANY, RALPH SHATTUCK and D. E. McCARTHY—LAWRENCE**

May 2, 1939

*In the matter of the joint application for arbitration of a controversy between Jacob Asadoor, Edmund A. Morency, D. & N Transportation Company, Ralph Shattuck and D. E. McCarthy of Lawrence and truck drivers and helpers.* (95)

The Board awards as follows:

By agreement of the parties an increase of \$2 per week shall be paid by the above-named employers on all classifications under the 1938 contract from January 3, 1939 until March 23, 1939.

By agreement of the parties the following classifications and rates shall be retroactive to March 23, 1939:

	<i>Per hour</i>	<i>Per week</i>
Trucks, over five tons registered capacity . . . . .	\$0.74	\$35.52
Trucks, five tons and under . . . . .	.65	31.20
Unassigned classifications . . . . .	.74	35.52
Platform men . . . . .	.60	29.00
Helpers . . . . .	.54	26.00

No expense to be allowed on above classifications.

All drivers on road freight or furniture work on line haul between Lawrence and New York City shall be paid in advance \$3.50 per trip. Provided rooms are furnished by the employer in any case \$1 for each trip shall be deducted from the above amount.

Single hold over; \$4.00

Double hold over; \$8.00.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

May 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters. (116)*

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to employees at Haverhill, for the work as there performed:

Cutting; by hand:	<i>Per 100 pair</i>
Pattern No. 2745: . . . . .	\$1.335
Quarter lining . . . . .	
Pattern No. 2971: . . . . .	1.00
Quarter lining . . . . .	
Pattern No. 2867: . . . . .	1.34
Tip . . . . .	
Pattern No. 2926: . . . . .	1.591
Collar . . . . .	

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

May 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters. (117)*

The Board awards that the design extra shall be paid on mesh when cut to design and that the design extra shall not be paid on skins that have to be run one way, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

May 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation and trimming cutters. (125)*

The Board awards that \$1.50 per 100 pairs shall be paid by the Unity Shoemakers Corporation to employees at Haverhill for trimming cutting on Pattern No. 2973, by hand, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

#### LAWRENCE MOTOR LINES—LAWRENCE

May 3, 1939

*In the matter of the joint application for arbitration of a controversy between the Lawrence Motor Lines of Lawrence and employees. (23)*

The Board awards as follows:

Forty-eight hours shall constitute a week's work; overtime to be paid for after the 48th hour.

By agreement of the parties the following classifications and rates shall be retroactive to April 15, 1939:

	<i>Per hour</i>	<i>Per week</i>
Trucks, over five tons registered capacity . . . . .	\$0.74	\$35.52
Trucks, five tons and under . . . . .	.65	31.20
Unassigned classifications . . . . .	.74	35.52
Platform men . . . . .	.60	29.00
Helpers . . . . .	.54	26.00

No expense to be allowed on above classifications.

## CONCILIATION AND ARBITRATION

All drivers on road freight or furniture work on line haul between Lawrence and New York City shall be paid in advance \$3.50 per trip. Provided rooms are furnished by the employer in any case \$1 for each trip shall be deducted from the above amount.

Single hold over; \$4.00

Double hold over; \$8.00

**E. L. COOK BRICK COMPANY  
SUPPLEMENTARY DECISION**

May 10, 1939

*In the matter of the joint application for arbitration of a controversy between the E. L. Cook Brick Company and employees. (242)*

The Board awards that the following minimum rates of wages shall be paid by the E. L. Cook Brick Company for the remainder of the life of the present contract, for the work as there performed:

	<i>40-hour week</i>	<i>Per Day</i>
Yard truck drivers . . . . .	\$4.00	
Setting gang (50,000 brick) :		
Setters . . . . .	4.00	
Wheelers or dry pallet men . . . . .	3.90	
Making gang (50,000 brick) :		
Pit laborer . . . . .	3.50	
Clay feeders . . . . .	3.50	
Racker . . . . .	4.15	
Strikers . . . . .	4.00	
Dumpers . . . . .	4.00	
Green pallet men . . . . .	3.55	
Return pallet men . . . . .	3.50	
Mould pusher . . . . .	3.75	
Cable men, transfer men . . . . .	3.75	
Night fireman . . . . .	3.70	
Shed men, yard laborers:		
2 shed men . . . . .	4.25	
1 shed man . . . . .	4.00	
8 laborers . . . . .	3.50	

This decision shall take effect as of the payroll week of May 8, 1939.

**HOLLAND TRANSPORTATION COMPANY, INC.**

May 10, 1939

*In the matter of the joint application for arbitration of a controversy between the Holland Transportation Company, Inc., and chauffeurs. (134)*

The Board awards that the employee in question was unjustifiably discharged and orders the Company to reinstate the employee with back pay for one week.

This decision shall take effect as of May 1, 1939

**UNIQUE SHOE COMPANY—HAVERHILL**

May 11, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and roughers. (124)*

The Board awards that the following prices shall be paid by the Unique Shoe to employees at Haverhill, for the work as there performed:

	<i>Roughing:</i>	<i>Per 36 pair</i>
Pattern No. 20 . . . . .	\$0.236	
Pattern No. 9 . . . . .	.07	

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

**UNIQUE SHOE COMPANY—HAVERHILL**

May 11, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and treers. (130)*

The Board awards that the following prices shall be paid by the Unique Shoe Company to employees at Haverhill, for the work as there performed:

	<i>Pattern No. 22:</i>	<i>Per 36 pair</i>
White buck and patent combination, iron and clean . . . . .	\$1.96	
White buck and side leather, iron and clean . . . . .	1.46	
White buck and side leather, clean only . . . . .	1.24	
White buck and calf, clean only . . . . .	1.24	

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

### UNIQUE SHOE COMPANY—HAVERHILL

May 11, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and treers. (139)*

The Board awards that \$1.40 per 36 pair shall be paid by the Unique Shoe Company to employees at Haverhill for treeing Pattern No. 22 on white kid, iron and clean, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

**H. E. GUSTIN & SONS, HARVEY PRODUCE COMPANY, LORD & SPENCER, INC., LOWELL BROS. & BAILEY CO., E. H. KINGMAN COMPANY, MONTANA & HALLET, INC., STACEY & VASSALLO FRUIT CO., INC., WINN, RICKER & CO., and YORK & WHITNEY CO.**

May 11, 1939

*In the matter of the joint application for arbitration of a controversy between H. E. Gustin & Sons, Harvey Produce Company, Lord & Spencer, Inc., Lowell Bros. & Bailey Co., E. H. Kingman Company, Montana & Hallett, Inc., Stacey & Vassallo Fruit Co., Inc., Winn, Ricker & Co., and York & Whitney Co. and salesmen and lumpers. (141-149)*

The Board awards as follows:

1. That the work week shall be fifty-two hours during Daylight Saving Time and forty-eight hours during Standard Time.

2. That temporary helpers shall be paid at the rate of \$1.00 an hour for the first two hours of any day and seventy-five cents an hour for every hour thereafter during the day. The minimum amount to be paid to temporary help shall be \$2.00 in any one day.

By agreement of the parties this decision shall take effect as of its date.

### MALONEY PACKING COMPANY—BOSTON

May 16, 1939

*In the matter of the joint application for arbitration of a controversy between the Maloney Packing Company of Boston and employees. (70)*

The Board finds that the employee in question was justifiably discharged.

### BEGGS & COBB, INC.

May 16, 1939

*In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., and lumper. (152)*

The Board finds that under the circumstances Ralph Skerry should not have seniority as a lumper over John McCarron who was temporarily employed as a splitter. This decision applies to this case only.

### TONY G. UGUCIONI TRUCKING, INC.—MEDFORD

May 24, 1939

*In the matter of the joint application for arbitration of a controversy between Tony G. Ugucioni Trucking, Inc., of Medford, and employees. (136)*

The Board finds no evidence to substantiate the charge of intoxication on the part of the employee in question. The Board further finds that the employee in question was unjustifiably discharged. It does find, however, that the employee did partake of ale and the Board finds such action on the part of an employee while acting as chauffeur to be a bad practice. In making its award, the Board has in mind that this is the first offense of the employee in question and further complaints will warrant the Board's taking decisive action.

By agreement of the parties, this decision shall take effect as of May 1, 1939.

### J. S. BARNET & SONS, INC.—LYNN

May 24, 1939

*In the matter of the joint application for arbitration of a controversy between J. S. Barnet & Sons, Inc., of Lynn, and grainer on edging. (140)*

The Board awards that the piece work minimum for edging shall be \$29.40 per 40-hour week, the same as now prevails for boarding and graining (arm graining).

**T. G. BUCKLEY COMPANY, D. W. DUNN COMPANY, CASEY & HAYES and  
BAILEY BROTHERS—BOSTON**

May 25, 1939

*In the matter of the joint application for arbitration of a controversy between  
T. G. Buckley Company, D. W. Dunn Company, Casey & Hayes and Bailey  
Brothers of Boston and drivers, helpers and packers. (135)*

The Board awards that overtime at the rate of time and one-half shall be paid by the above-named companies.

By agreement of the parties, this decision shall take effect as of May 1, 1939.

**B. E. COX LEATHER COMPANY—PEABODY**

May 26, 1939

*In the matter of the joint application for arbitration of a controversy between  
the B. E. Cox Leather Company of Peabody and buffers. (150)*

The Board awards that there shall be no change made in the established rate of \$0.1638 per dozen for buffing, for the work as there performed.

**MASTER SHEET METAL AND ROOFERS' ASSOCIATION—BOSTON**

June 1, 1939

*In the matter of the joint application for arbitration of a controversy between  
members of the Master Sheet Metal and Roofers' Association of Boston  
and vicinity and the New England area, and slaters. (159)*

The Board awards that the following hourly rates of wages shall be paid by the members of the Master Sheet Metal and Roofers' Association to mechanics and helpers in the roofing trade, for the work as there performed:

Slater mechanics:	Per hour
On and after September 1, 1939	\$1.44
On and after February 1, 1940	1.50

Helpers, for the balance of the contract	.95
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The Board sees no reason why the reference to the precast tile scale of wages shall be omitted from the contract.

**WHOLESALE CLEANSERS ASSOCIATION OF MASSACHUSETTS**

June 5, 1939

*In the matter of the joint application for arbitration of a controversy between  
members of Wholesale Cleaners Association of Massachusetts and em-  
ployees. (118)*

The Board awards, as follows:

The work week shall consist of forty-four hours. In making this award the Board desires to state that it finds itself in sympathy with the aims and objectives of a forty hour week and yet is constrained from making such an award at this time by reason of the financial condition of the companies involved. The Board does, however, reserve the right to again review the question of the hours per week an employee shall work at the end of a six months period from the date of signing the contract.

Overtime shall commence after the forty-fourth hour in any week, after the fourth hour on Saturday except employees working on delivery, shipping or checking and after the eighth hour on working Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except between the time commencing two weeks before Easter and four weeks after Easter and from September 5th to October 20th in each year, when time and one-half will commence after the ninth hour in any one day.

Women performing the identical work and producing the same quantity and quality of work as men shall be paid at the same rate of pay as men.

There shall be no lay-off of drivers during the slack season.

The request for a week's vacation with pay for drivers is denied.

No business agent nor shop steward shall circulate leaflets or notices in plants or stores during working hours. There shall be no interference with the work of employees by conferences, interviews, or conversations by union representatives during working hours, unless mutually agreed between the employer concerned and the business agent.

The employer agrees to distribute work equally among the employees in such manner as will entitle all employees within a given department to an equal number of working hours within any given monthly period.

In case of a dispute arising during the life of the contract between the employer and the union, such dispute shall first be submitted to a joint board consisting of an equal number of persons representing both the employers and the employees. If the dispute cannot be settled by them, it shall then be referred-

red to the Massachusetts Board of Conciliation and Arbitration, whose decision shall be final.

By agreement of the parties this decision shall take effect as of April 1, 1939.

**HOUSE OF LIEDERMAN, INC., WARSHAW'S INC., EAGLE CLEANSERS AND DYERS, INC., DAVE GOODMAN and COOLIDGE DYE HOUSE**

June 5, 1939

*In the matter of the joint application for arbitration of a controversy between House of Liederman, Inc., Warshaw's, Inc., Eagle Cleansers and Dyers, Inc., Dave Goodman and Coolidge Dye House and employees. (119)*

The Board awards, as follows:

The work week shall consist of forty-four hours. In making this award the Board desires to state that it finds itself in sympathy with the aims and objectives of a forty hour week and yet is constrained from making such an award at this time by reason of the financial condition of the companies involved. The Board does, however, reserve the right to again review the question of the hours per week an employee shall work at the end of a six month period from the date of signing the contract.

Overtime shall commence after the forty-fourth hour in any week, after the fourth hour on Saturday except employees working on delivery, shipping or checking and after the eighth hour on working Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except between the time commencing two weeks before Easter and four weeks after Easter and from September 5th to October 20th in each year, when time and one-half will commence after the ninth hour in any one day.

Women performing the identical work and producing the same quantity and quality of work as men shall be paid at the same rate of pay as men.

There shall be no lay-off of drivers during the slack season.

The request for a week's vacation with pay for drivers is denied.

No business agent nor shop steward shall circulate leaflets or notices in plants or stores during working hours. There shall be no interference with the work of employees by conferences, interviews, or conversations by union representatives during working hours, unless mutually agreed between the employer concerned and the business agent.

The employer agrees to distribute work equally among the employees in such manner as will entitle all employees within a given department to an equal number of working hours within any given monthly period.

In case of a dispute arising during the life of the contract between the employer and the union, such dispute shall first be submitted to a joint board consisting of an equal number of persons representing both the employers and the employees. If the dispute cannot be settled by them, it shall then be referred to the Massachusetts Board of Conciliation and Arbitration, whose decision shall be final.

By agreement of the parties this decision shall take effect as of April 1, 1939.

**GOLDEN BELL CLEANSERS, INC.—MALDEN**

June 5, 1939

*In the matter of the joint application for arbitration of a controversy between Golden Bell Cleaners, Inc., of Malden, and employees. (120)*

The Board awards, as follows:

The work week shall consist of forty-four hours. In making this award the Board desires to state that it finds itself in sympathy with the aims and objectives of a forty hour week and yet is constrained from making such an award at this time by reason of the financial condition of the companies involved. The Board does, however, reserve the right to again review the question of the hours per week an employee shall work at the end of a six month period from the date of signing the contract.

Overtime shall commence after the forty-fourth hour in any week, after the fourth hour on Saturday except employees working on delivery, shipping or checking and after the eighth hour on working Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except between the time commencing two weeks before Easter and four weeks after Easter and from September 5th to October 20th in each year, when time and one-half will commence after the ninth hour in any one day.

Women performing the identical work and producing the same quantity and quality of work as men shall be paid at the same rate of pay as men.

There shall be no lay-off of drivers during the slack season.

The request for a week's vacation with pay for drivers is denied.

No business agent nor shop steward shall circulate leaflets or notices in plants or stores during working hours. There shall be no interference with the work of employees by conferences, interviews, or conversations by union representatives during working hours, unless mutually agreed between the employer concerned and the business agent.

The employer agrees to distribute work equally among the employees in such manner as will entitle all employees within a given department to an equal number of working hours within any given monthly period.

In case of a dispute arising during the life of the contract between the employer and the union, such dispute shall first be submitted to a joint board consisting of an equal number of persons representing both the employers and the employees. If the dispute cannot be settled by them, it shall then be referred to the Massachusetts Board of Conciliation and Arbitration, whose decision shall be final.

By agreement of the parties this decision shall take effect as of April 1, 1939.

### MERRIMAC CLEANSING & DYEING COMPANY—BOSTON

June 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Merrimac Cleansing & Dyeing Company of Boston and employees.*  
(121)

The Board awards, as follows:

The work week shall consist of forty-four hours. In making this award the Board desires to state that it finds itself in sympathy with the aims and objectives of a forty hour week and yet is constrained from making such an award at this time by reason of the financial condition of the companies involved. The Board does, however, reserve the right to again review the question of the hours per week an employee shall work at the end of a six month period from the date of signing the contract.

Overtime shall commence after the forty-fourth hour in any week, after the fourth hour on Saturday except employees working on delivery, shipping or checking and after the eighth hour on working Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, except between the time commencing two weeks before Easter and four weeks after Easter and from September 5th to October 20th in each year, when time and one-half will commence after the ninth hour in any one day.

Women performing the identical work and producing the same quantity and quality of work as men shall be paid at the same rate of pay as men.

There shall be no lay-off of drivers during the slack season.

The request for a week's vacation with pay for drivers is denied.

No business agent nor shop steward shall circulate leaflets or notices in plants or stores during working hours. There shall be no interference with the work of employees by conferences, interviews, or conversations by union representatives during working hours, unless mutually agreed between the employer concerned and the business agent.

The employer agrees to distribute work equally among the employees in such manner as will entitle all employees within a given department to an equal number of working hours within any given monthly period.

In case of a dispute arising during the life of the contract between the employer and the union, such dispute shall first be submitted to a joint board consisting of an equal number of persons representing both the employers and the employees. If the dispute cannot be settled by them, it shall then be referred to the Massachusetts Board of Conciliation and Arbitration, whose decision shall be final.

By agreement of the parties this decision shall take effect as of April 1, 1939.

### COMMONWEALTH GROCERY COMPANY—BROOKLINE

June 5, 1939

*In the matter of the joint application for arbitration of a controversy between the Commonwealth Grocery Company of Brookline and employees.* (131)

The Board awards that a minimum wage of \$18 per week shall be paid by the Commonwealth Grocery Company to male employees at Brookline, for the work as there performed, and that part time employees shall be paid not less than 35 cents per hour. During the life of the contract employees now receiving more than \$18 per week shall not suffer a reduction.

By agreement of the parties this decision shall take effect as of April 21, 1939.

## **JOHNSON BAKING COMPANY, INC.—SOMERVILLE**

June 5, 1939

June 3, 1939

In the matter of the joint application for arbitration of a controversy between  
The Johnson Baking Company, Inc., of Somerville, and driver salesman.  
(158)

The Board finds that the employee in question was unjustifiably discharged.  
By agreement of the parties, this decision shall take effect as of May 13,  
1939.

## TIDEWATER COAL COMPANY—BOSTON

June 6, 1939

In the matter of the joint application for arbitration of a controversy between  
the Tidewater Coal Company of Boston and yard men and drivers. (108)

The Board decides that the employee in question is qualified to drive a truck. This decision is retroactive in accordance with the agreement signed at this office on April 3, 1939 by the Tidewater Coal Company and the business agent.

## **GILCHRIST COMPANY—BOSTON**

June 6, 1939

In the matter of the joint application for arbitration of a controversy between Gilchrist Company of Boston and employees. (132)

The Board determines that the final settlement was an increase of \$2000. over the original increase of \$4500. and makes the following allocations of the increase among the employees:

## TRANSFER CHAUFFEURS

Cole		\$35.00
Stevens		35.00
<b>HELPERS</b>		
Riley		28.50
Khoussi		28.50
Coleman		28.50
Hubbard		28.50
Kobbs		28.50
Thomas		28.50
Hannon		28.50
C. O. D.		
Corning		29.00
<b>MECHANIC</b>		
Klein		36.00
<b>GARAGE MAN</b>		
Walsh		27.00
<b>BOOKERS</b>		
Hickey		25.00
Denton		25.00
<b>GENERAL WAREHOUSE STOCK</b>		
McGrath		27.00
T. Thomas		27.00
King		27.00
Odabachi		27.00
Iskowitz		27.00
D'Aneci		27.00
Wertheim		27.00
<b>STOCKMEN</b>		
Cohen		31.00
W. Thomas		31.00
Bishop		32.00
Barton		31.00
Hetherington		31.00
<b>ASSISTANT STOCKMEN</b>		
Abdelahad		28.00
Moran		28.00
<b>ELECTRICAL APPLIANCES</b>		
Thorbrion		38.00
<b>CHAUFFEURS</b>		
Grimshaw		36.00
Quinn		36.00
Reid		36.00

## CONCILIATION AND ARBITRATION

Lucas . . . . .	36.00
Connelly . . . . .	36.00
<b>FINISHERS</b>	
Peznola . . . . .	38.00
Feehley . . . . .	36.00
Celona . . . . .	36.00
DeBassio . . . . .	36.00
Gagnon . . . . .	28.00
<b>SHIPPING</b>	
Danner . . . . .	35.00
Johnson . . . . .	34.00
<b>JANITOR</b>	
Simon . . . . .	23.00
<b>RECEIVING</b>	
DiPauli . . . . .	30.50
<b>RETURN ROOM</b>	
Moriarty . . . . .	29.00
Flaherty . . . . .	26.00
McNamara . . . . .	25.00
<b>CLERICAL</b>	
Polansky . . . . .	21.00
Graham . . . . .	17.00
<b>ADJUSTMENT CLERK</b>	
Corbett . . . . .	28.00
Quealey . . . . .	25.00

By agreement of the parties this decision shall take effect as of February 1, 1939.

**GREEN-BARR SHOE COMPANY—LOWELL**

June 6, 1939

*In the matter of the joint application for arbitration of a controversy between the Green-Barr Shoe Company of Lowell and vamps. (157)*

The Board awards that \$0.255 net per case of 36 pair shall be paid by the Green-Barr Shoe Company to employees at Lowell for vamping of open shank shoes on the lining on built-up shoes, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

**LEACH-HECKEL COMPANY—SALEM**

June 6, 1939

*In the matter of the joint application for arbitration of a controversy between Leach-Heckel Company of Salem and sorters. (161)*

The Board awards that the two regular sorters on finished leather, Robert Feeley and Frank Perry, shall be paid at the rate of \$30 per week of 40 hours, for the work as there performed.

This decision shall take effect as of its date.

**HIGHWAY EXPRESS COMPANY—BOSTON**

June 9, 1939

*In the matter of the joint application for arbitration of a controversy between the Highway Express Company of Boston and employees. (151)*

The Board finds that the discharge of both men was justified, but further finds that the company owed Charles Itsikowitz overtime amounting to \$13.00. With the consent of the company it is made part of this decision that the Company shall pay Charles Itsikowitz \$13.00 for overtime.

**GODFREY COAL COMPANY—MILTON**

June 9, 1939

*In the matter of the joint application for arbitration of a controversy between the Godfrey Coal Company of Milton and employees. (165)*

The Board finds that the discharge of the employee in question was unjustifiable, especially in view of his record of 17 years' employment without any serious complaint having been made against him. The Board does not feel, however, that this employee is without blame and therefore orders that this employee shall not be given retroactive pay, but shall be reemployed as of the beginning of the next payroll week.

CONCILIATION AND ARBITRATION  
**FROST COAL COMPANY—MILTON**

39

In the matter of the joint application for arbitration of a controversy between  
the Frost Coal Company of Milton and employees. (166)

The Board finds that the discharge of the men in question was justifiable.

June 9, 1939

**KORN LEATHER COMPANY—PEABODY**

June 12, 1939

In the matter of the joint application for arbitration of a controversy between  
the Korn Leather Company of Peabody and operators and streakers on  
the seasoning machine. (162)

The Board finds that the seven employees in question were justifiably dis-  
charged.

**GOLD SEAL SHOE CORPORATION—BOSTON**

June 20, 1939

In the matter of the joint application for arbitration of a controversy between  
the Gold Seal Shoe Corporation of Boston and employees in the lasting  
department. (175)

The Board awards that the following prices shall be paid by the Gold Seal  
Shoe Corporation to employees in the lasting department at Boston, for the  
work as there performed:

	<i>Per 36 pair, net</i>
Assembling, including all extras	\$0.38
Pulling over, including putting in box toes and all extras	.41
Side lasting on staple machine, shanks only, including all extras	.82
Tacking sides of shoes, by hand, by side laster, 3 tacks on each side	.12
Lasting forepart, by hand	.36
Bed lasting, toes only, open and closed	.81
Pulling out one tack on each side	.03
Pulling out two tacks on each side	.05
Levelling forepart and shanks on single roll machine	.34
Lockstitching	.51
Smooth by hand	.47
Sole laying, welt machine	.21

By agreement of the parties, this decision shall take effect as of March 1939.

**UNIQUE SHOE COMPANY—HAVERHILL**

June 22, 1939

In the matter of the joint application for arbitration of a controversy between  
the Unique Shoe Company of Haverhill and treers. (168)

The Board awards that \$1.50 per 36 pair shall be paid by the Unique Shoe  
Company to employees at Haverhill for treeing Pattern No. 22 vamp and 10  
quarter, patent leather and white kid, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of  
beginning the work in question.

**GOLD SEAL SHOE CORPORATION—BOSTON**

June 22, 1939

In the matter of the joint application for arbitration of a controversy between  
the Gold Seal Shoe Corporation of Boston and wood heelers. (170)

The Board awards that the heel in question is a Continental heel.

By agreement of the parties, this decision shall take effect as of its date.

**UNIVERSAL COAT COMPANY—GLOUCESTER**

June 27, 1939

In the matter of the joint application for arbitration of a controversy between  
the Universal Coat Company of Gloucester and employees. (153)

The Board awards as follows:

In this case, it appears that the employee, Edward Malo, was engaged as a  
cutter of leather goods for a period of sixteen years in various companies.  
In no company did he work less than one year and in one company he worked  
as long as six years. It also appears that an employee for this company has to  
go through a two weeks' trial period during which time such trial employee  
may be discharged summarily. This employee passed the trial period and  
worked from July 18, 1938 to January 10, 1939 without any complaint made  
as to the manner in which the said Malo was doing his work. Therefore, it is  
reasonable to draw an inference that the work from July, 1938 to January,  
1939 was reasonably satisfactory to the company.

On the other hand, it appears that the said Malo became a shop chairman after one month's employment and it was his duty to handle all disputes and grievances between the employees and the employer. Sometime in October, 1938 there was a dispute between the employees and the employer which resulted in the employees having a sit-down strike, which was unauthorized by the shop chairman (Malo) and was continued a few hours. The shop chairman requested the men to return to work and this the men refused to do and it became necessary to call in the organizer, who compelled the men to return to work.

This incident, it is reasonable to infer, showed the company that the shop chairman had very little control over the union men with whom he worked and, therefore, in the busy season this might lead to an uncertainty of continuous and uninterrupted operation on behalf of the employees. It, therefore, follows that the discredit of Edward Malo is based on his lack of control of union activities of the employees of this company. This action of the company in discharging this employee, who, as shop chairman for the union, could not control his members, would to a certain extent discourage men from assuming that position in behalf of the union and tend, therefore, to demoralize membership in the labor organization.

In conclusion, the testimony warrants a finding that the said Edward Malo was a good cutter and that his discharge is based on his union affiliations and activity and, therefore, he was discriminated against within the spirit of the State Labor Relations Act.

By agreement of the parties, this decision shall take effect as of the date of discharge, February 17, 1939. The Board further finds that the average weekly wage to which he would be entitled since February 17, 1939 shall be \$26.80 per week, less any payments he may have received from other employment, the W. P. A., or the Unemployment Compensation Commission.

#### UNIQUE SHOE COMPANY—HAVERHILL

June 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and treers. (164)*

The Board awards that the following prices shall be paid by the Unique Shoe Company to employees at Haverhill, for the work as there performed:

Treeing:

Per 36 pair

No. 22:

Patent leather and buck, patent leather not ironed	\$1.43
White calf, iron and clean	1.20

No. 22 vamp and 10 quarter:

White kid, iron and clean	1.26
White calf, iron and clean	1.01

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

#### HOLTZ SHOE COMPANY—HAVERHILL

June 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Holtz Shoe Company of Haverhill and wood heel nailers. (169)*

The Board awards that \$0.065 per case of 36 pair shall be paid by the Holtz Shoe Company to wood heel nailers for nailing breastlock heels, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

#### RICHARD YOUNG COMPANY—PEABODY

June 28, 1939

*In the matter of the joint application for arbitration of a controversy between Richard Young Company of Peabody and buffers. (177)*

The Board awards that there shall be no change in the established rate of \$0.1575 per dozen for buffing while the skins are not wet wheeled at the Richard Young Company in Peabody, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

#### HOLTZ SHOE COMPANY—HAVERHILL

June 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Holtz Shoe Company of Haverhill and wood heelers. (181)*

The Board awards that the following prices shall be paid by the Holtz Shoe

Company to wood heelers at Haverhill, for the work as there performed:

Cut on and fit Breast Lock heels	Per 36 pair
Pound and fit Zuyder Zee heels; not being done.	\$0.50

By agreement of the parties, this decision shall take effect as of its date.

#### **EASTERN GAS & FUEL ASSOCIATES—EVERETT**

June 30, 1939

*In the matter of the joint application for arbitration of a controversy between the Eastern Gas & Fuel Associates of Everett and tower engineers and oiler engineers. (102)*

The Board finds that no definite evidence was submitted that the memorandum or so-called gentlemen's agreement was in effect for the life of the contract (dated July 8, 1938), between the Eastern Gas & Fuel Associates and Gas and By-Products Workers' Union, Local No. 12001.

The Board further finds that the tower engineers and the oiler engineers are entitled to the conditions outlined in the so-called gentleman's agreement.

#### **M. & M. TRANSPORTATION COMPANY—BOSTON**

July 5, 1939

*In the matter of the joint application for arbitration of a controversy between the M. & M. Transportation Company of Boston and employees. (183)*

The Board finds that the man whose case was heard by this Board on June 26, 1939, was justifiably discharged.

By agreement of the parties, this decision shall take effect as of the date of discharge.

#### **GOLD SEAL SHOE CORPORATION—BOSTON**

July 12, 1939

*In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and edgesetters. (171)*

The Board awards that there shall be no change in the price now paid to edgesetters at the Gold Seal Shoe Corporation in Boston for staining white kid, white and colored fabrics in the shanks, for the work as there performed.

#### **MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION**

July 12, 1939

*In the matter of the joint application for arbitration of a controversy between members of the Massachusetts Leather Manufacturers' Association and wet wheelers. (178)*

The Board awards that there shall be no change in the established piece work rates for wet wheeling in the individual sheepskin factories, for the work as there performed.

This decision shall take effect as of its date.

#### **CHECKER TAXI COMPANY—BOSTON**

July 13, 1939

*In the matter of the joint application for arbitration of a controversy between the Checker Taxi Company of Boston and employees. (188)*

The Board finds that the man in question was justifiably discharged.

#### **EASTERN SEA FOOD COMPANY—BOSTON**

July 20, 1939

*In the matter of the joint application for arbitration of a controversy between the Eastern Sea Food Company of Boston and employees. (179)*

The Board awards that the employee in question on the days in which more than 50% of his work consists of filleting shall be classed as a filletier and on the days when less than 50% of his work consists of filleting he shall be classed as a general helper.

By agreement of the parties, this decision shall take effect as of June 5, 1939.

#### **RETAIL FUEL INSTITUTE—BOSTON**

July 20, 1939

*In the matter of the joint application for arbitration of a controversy between the Retail Fuel Institute of Boston and employees. (194)*

The Board awards, as follows:

The question involved in this dispute is the interpretation of Article IV of the 1939 contract. The language is as follows:

"The holidays recognized in this agreement are as follows: New Year's Day, Washington's Birthday, Lexington Day, Memorial Day, June 17th, July 4th, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day and Christ-

mas Day; also, all days which may become legal holidays throughout the state. The days above mentioned shall not be deducted from the weekly wages of the employees."

Article I, Section 2, contains the following language:

"Forty (40) hours shall constitute a week, to be worked eight (8) hours a day, and based on the payroll week, when and where possible Saturday shall be the day off."

Article II, Section 5, contains the following language:

"All regularly employed engineers or assistants shall be paid for holidays recognized in this agreement as part of their regular wages, and if required to work, shall be paid an extra half day or a full day as the case may be."

Nowhere in the contract is a six-day week mentioned.

It is reasonable to infer that the above mentioned holidays are days which the employee is entitled to receive definite time off as distinguished from any other day in the week. To allow a different interpretation would open the door to temptation on the part of the employer to use the different holidays throughout the year as an ordinary work day, and thereby nullify Article IV of the contract. This nullification would be inconsistent also with Article II, Section 5, wherein it is stated that holidays recognized in this agreement shall be paid for as part of their regular wages.

It is, therefore, a reasonable conclusion that on all holidays recognized in the agreement an employee does not have to work, but at the same time he should receive compensation for such day as though he were actually employed.

It is also a fair deduction that said recognized holidays should not be allowed to be substituted as an ordinary day off in any week in which the full forty hours have been used up.

The employees, therefore, are entitled to any of the above named holidays off, in addition to the regular Saturday or one day in each week off with compensation.

By agreement of the parties, this decision shall take effect as of April 1, 1939.

#### **ALGY SHOE COMPANY—EVERETT**

July 24, 1939

*In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and employees.* (185)

The Board finds that the wood heeler in question was justifiably discharged; that in the case of the latter in question there was no evidence to show that he was notified by the company that he was wanted for work.

By agreement of the parties, this decision shall take effect as of its date.

#### **COLONIAL PRESS, INC.—CLINTON**

July 26, 1939

*In the matter of the application of the Colonial Press, Inc. of Clinton.* (89)

This application, made to the Board under the General Laws, Chapter 150, requests the Board to determine whether the business of the Colonial Press, Inc., is being carried on in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner and remonstrants, the Board determines that the business of the Colonial Press, Inc., at Clinton, is being carried on in the normal and usual manner and to the normal and usual extent.

#### **GOLD SEAL SHOE CORPORATION—BOSTON**

July 26, 1939

*In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and edgemakers.* (176)

The Board awards that sixty-three cents per 36 pair shall be paid by the Gold Seal Shoe Corporation to employees at Boston for edgemaking, for the work as there performed.

By agreement of the parties, this decision shall take effect as of March, 1939.

#### **EAGLE SHOE MANUFACTURING COMPANY—EVERETT**

July 31, 1939

*In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Manufacturing Company of Everett and employees.* (154)

The Board awards, as follows:

That a flat increase of 5% shall be paid on all McKay shoes;

That a flat increase of  $2\frac{1}{2}\%$  shall be paid on welt shoes (tacking innersoles up to edgesetting);

That a 5% increase shall be paid on welt shoes: cutting, stitching, packing and stock room;

That the following base prices shall be established:

	<i>Per 12 pair</i>
McKay side lasting . . . . .	\$0.090
Side and toe lasting . . . . .	.185
Bed lasting toes . . . . .	.145
Heel shaving, raw cord . . . . .	.05
Cutting whole quarters . . . . .	.21

By agreement of the parties, this decision shall take effect as of July 1, 1939.

#### NATIONAL DOCK AND STORAGE WAREHOUSE COMPANY—BOSTON

July 31, 1939

*In the matter of the joint application for arbitration of a controversy between the National Dock and Storage Warehouse Company of Boston and employees.* (191)

The Board finds that the demotion of the watchman in question was not justified for the reason that it believes that the duties of a watchman should not include the setting of the recording disc and that the failure of the record was due to an unexplained cause for which the watchman was not responsible.

The Board further finds that the watchman is included under the present contract in effect.

By agreement of the parties, this decision shall take effect as of its date.

#### KIRSTEIN LEATHER COMPANY and KORN LEATHER COMPANY—PEABODY

July 31, 1939

*In the matter of the joint application for arbitration of a controversy between the Kirstein Leather Company and the Korn Leather Company of Peabody and buffers' helpers.* (201)

The Board awards that a minimum wage of \$21.50 per week for forty hours shall be paid by the Kirstein Leather Company and the Korn Leather Company to Buffers' helpers at Peabody on the 50-inch machines, for the work as there performed.

This decision shall take effect as of its date.

#### MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION

August 1, 1939

*In the matter of the joint application for arbitration of a controversy between members of the Massachusetts Leather Manufacturers' Association and buffers on the large machines (52-inch machine).* (172)

The Board awards that there shall be no change in the minimum rate of wages paid to buffers working on the 52-inch buffering machines, as the Board has found no change in the working conditions or the cost of living since the previous survey and decision of the Board.

This decision shall take effect as of its date.

#### PORTER JAPANNING COMPANY—WOBURN

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Porter Japanning Company of Woburn and luggers.* (160)

The Board finds that the Porter Japanning Company of Woburn was within its rights in laying off the two luggers in question and displacing them by foremen or bosses.

#### HOLTZ SHOE COMPANY—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Holtz Shoe Company of Haverhill and wood heelers.* (181)

The Board awards that twenty-five cents per 36 pair shall be paid by the Holtz Shoe Company to wood heelers at Haverhill for pounding and fitting Zuyder Zee heels, for the work as there performed.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and trimming cutters.* (190)

The Board awards that the following prices shall be paid by the Unity

Shoemakers Corporation to employees at Haverhill, for the work as there performed:

Trimming cutting: Per 100 pair  
 Pattern Nos. 3013, 3095, 3025, 3088, 3097, 3099, 3116, 3129, 3023, \$1.335  
 Pattern No. 3027 1.31

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers. (192)*

The Board awards that thirty cents per 36 pair shall be paid by the Unity Shoemakers Corporation to treers at Haverhill for cleaning under strap on Pattern No. 3115 on suede shoes, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

#### DAINTY MAID SHOE COMPANY—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and machine pressers. (195)*

The Board awards that there shall be no change in the price now being paid by the Dainty Maid Shoe Company to machine pressers at Haverhill for pressing overlay on Pattern No. 370 and similar patterns, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

#### DAINTY MAID SHOE COMPANY—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and vamps. (196)*

The Board awards that \$0.184 per 12 pair shall be paid by the Dainty Maid Shoe Company to employees at Haverhill for vamping shoes on Pattern No. 373 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

#### UNITY SHOEMAKERS CORPORATION—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and lining makers. (199)*

The Board awards that there shall be no change in the prices now paid by the Unity Shoemakers Corporation to employees at Haverhill for making linings on double needle machines, for the work as there performed.

This decision shall take effect as of its date.

#### HERBERT HOLTZ SHOE COMPANY—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and fancy stitchers. (205)*

The Board awards that \$0.184 per 12 pair shall be paid by the Herbert Holtz Shoe Company to fancy stitchers at Haverhill for stitching vamp to saddle on Pattern No. 34 and similar patterns, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

#### FREEDLENDER SHOE COMPANY—HAVERHILL

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Freedleender Shoe Company of Haverhill and cutters. (208)*

The Board awards that \$1.302 per 100 pair shall be paid by the Freedleender Shoe Company to cutters at Haverhill for cutting outside vamp on Pattern Nos. 2172, 2173, 4164, 2165 and 7166, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

**UNITY SHOEMAKERS CORPORATION—HAVERHILL**

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters. (209)*

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to cutters at Haverhill, for the work as there performed:

Cutting:

	<i>Per 100 pair</i>
No. W3216, outside vamp	\$3.006
No. 3218, outside vamp	2.64
No. 3204, tip lining	.835
No. 3129, quarter lining	1.335
Nos. 3213, 3215, quarter lining	1.335

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

**GRAND SHOE COMPANY—HAVERHILL**

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and treers. (211)*

The Board awards that there shall be no change in the price now paid by the Grand Shoe Company to treers at Haverhill for cleaning suede vamp and ironing and cleaning patent leather quarter on Pattern Nos. 9941 and 9933 and similar patterns, for the work as there performed.

**2A AND 3A GRADE SHOE FACTORIES—HAVERHILL**

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between all 2A and 3A grade shoe factories in Haverhill and treers. (212)*

The Board awards that there shall be no change in the price now paid for treeing vamps of one material or leather and quarters of another material or leather, for the work as there performed.

This decision shall take effect as of its date.

**UNIQUE SHOE COMPANY—HAVERHILL**

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and treers. (213)*

The Board awards that the Unique Shoe Company of Haverhill shall pay the same rate as the Board's decision of December 1, 1937, for cleaning suede shoes with stripping braid by treers on Pattern Nos. 27 and 25-IX and similar patterns and all other patterns with stripping braid.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

**H. HOLTZ SHOE COMPANY—HAVERHILL**

August 2, 1939

*In the matter of the joint application for arbitration of a controversy between the H. Holtz Shoe Company of Haverhill and eyeletters. (220)*

The Board awards that \$0.071 per 12 pair shall be paid by the H. Holtz Shoe Company to eyeletters at Haverhill for eyeletting Pattern No. 33, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

**KELLY SALES COMPANY—ARLINGTON**

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between the Kelly Sales Company of Arlington and chauffeurs. (186)*

The Board finds that the employee in question shall not retain his place on the seniority list. The preponderance of the evidence shows that an agreement was made between the company and the union officials that the employee in question should go to the bottom of the seniority list as a truck driver.

**GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL**

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between Goldberg Brothers Shoe Company of Haverhill and skivers. (197)*

The Board awards that there shall be no change in the base prices or extras

now being paid by the Goldberg Brothers Shoe Company at Haverhill for skiving Pattern Nos. 379, 380, 381 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

#### KIRSTEIN LEATHER COMPANY—PEABODY

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between the Kirstein Leather Company of Peabody and tackers. (202)*

The Board finds that the management has the right to arrange shifts of work for the tackers in accordance with its requirements among the three men who were hired on the same day.

By agreement of the parties this decision shall take effect as of its date.

#### LEACH-HECKEL LEATHER COMPANY—SALEM

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between the Leach-Heckel Leather Company of Salem and hangers. (206)*

The Board awards that when there are four or more employees working in the hanging up room the acting foreman will be allowed to put in two hours a day in hanging. When there are less than four employees working in the hanging up room the acting foreman will not be allowed to put in any time in hanging.

This decision shall take effect as of its date.

#### JOHN J. FLYNN & SONS, INC.—SALEM

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between John J. Flynn & Sons, Inc., of Salem and stakers. (207)*

The Board finds that the management shall reinstate the man in question as a staker.

#### UNIQUE SHOE COMPANY—HAVERHILL

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between the Unique Shoe Company of Haverhill and pullers. (214)*

The Board awards that the list calls for extra for tip or imitation tip or centering of \$0.026 for pullers pulling in pairs, only one extra to apply.

By agreement of the parties this decision shall take effect as of its date.

#### GOLDBERG BROTHERS—HAVERHILL

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between Goldberg Brothers of Haverhill and cloth cutters. (216)*

The Board awards that the plumper extra shall apply for cutting plumper, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

#### GRAND SHOE COMPANY—HAVERHILL

August 4, 1939

*In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and fancy stitchers. (219)*

The Board awards that the following prices shall be paid by the Grand Shoe Company to fancy stitchers at Haverhill, for the work as there performed:

Pattern No. 9944:	Per 12 pair
Stitch vamp pieces to vamp lining . . . . .	\$0.346
Stitch tongue on vamp . . . . .	.07
Loop overlay and stitch to vamp through lining, making row in center and barring sides . . . . .	.20
Pattern Nos. 9941, 9943:	
Stitch vamp pieces to vamp lining . . . . .	.346
Stitch overlay on vamp . . . . .	.088
Cut outs include condition . . . . .	.08
Pattern Nos. 9941, 9933:	
Stitch vamp pieces to vamp lining . . . . .	.38
Stitch overlay on vamp, closed condition . . . . .	.097
Stitch cut out include condition . . . . .	.09

By agreement of the parties this decision shall take effect as of the date of starting the work in question.

**CAMBRIDGE TAXI COMPANY—CAMBRIDGE**

August 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Cambridge Taxi Company of Cambridge and employees. (174)*

The Board awards that the wording of the agreement shall be as follows:

**CAMBRIDGE TAXI COMPANY****SCHEDULE OF HOURS OF WORK,  
WAGES AND WORKING CONDITIONS****HOURS OF WORK**

1. The work week shall consist of six days of ten (10) hours each. (Sixty) (60) hours. Should any employee desire to work a week of seventy-two (72) hours, six days of twelve (12) hours each, without any overtime until after the twelfth hours in any day, he may so elect.

2. All employees shall be available for the standard work week of six days unless prevented by sickness or is given permission by the management to take time off.

**WAGES AND COMMISSION**

1. Forty per cent commission shall be paid on all fares booked over \$34.30. Commission shall be allowed to spare men if they book over \$34.30, and if they have worked on jobs offered by the management. Regular cab men who fail to work the standard work week of six days except as excused above shall be subject to loss of their status as regular cab men for fifteen days during which time they shall be placed at the bottom of the spare list.

2. The regular wage scale shall be at the rate of 25c. per hour for every hour worked.

**OVERTIME**

1. No employee shall work in excess of the established work week or work day, except at the request of the employer. Whenever, at the request of the employer, an employee shall, in any one week, work in excess of the number of hours hereinbefore established as the work week or, whenever any employee, in any one day, shall, at the request of the employer, work in excess of the number of hours as hereinbefore established as the work day, he shall be paid the overtime rate of time and one-half for such work.

2. The overtime rate shall not apply whenever the employee is relieved within fifteen (15) minutes after his regular quitting time, or if he is out on a job which he had obtained prior to said regular quitting time.

**SENIORITY**

1. Employees covered by this classification of work shall have the rights of seniority, said rights to begin to accrue from the date of original employment and to be based upon the length of service with the employer. Seniority shall apply only to hiring and lay-offs. The first man hired shall be the last man to be laid off, and the last man laid off shall be the first man to be re-hired.

2. The principle of seniority is herewith established for the spare list. The oldest man in point of service and his successors in their order of seniority shall have the first and succeeding choices respectively of available cabs. They may accept or reject an available cab without losing their seniority of choice for succeeding available cabs. If an employee driving a cab accepts an available cab in his order of seniority the one which he was driving shall immediately become available to the spare list.

**LEAVES OF ABSENCE**

1. Except in cases of sickness or injury, leave of absence granted by the management of not more than four (4) months in any one year shall not mean loss of seniority. There shall be no loss of seniority because of absence due to sickness or injury.

**WORKING CONDITIONS**

1. All drivers shall be required to wear a uniform hat bearing the insignia of the employer. Said insignia shall be furnished by the employer to the employee and said employee shall pay the employer no more than one dollar (\$1.00) as a deposit only which deposit shall be returned to the employee whenever the insignia is returned by him to the employer.

2. All drivers must keep themselves presentable and refrain from smoking while the cab is being operated with fare.

3. No employee shall be charged or shall be liable to the employer for any

loss or damage to any taxi cab because of any accident which occurs during the period of, or arises out of the course of his employment except for said employee's negligence or fault. If it is determined that the accident was caused by the employee's fault the employee shall be charged for any damage to the cab at the rate of no more than one dollar (\$1.00) per week.

4. The hours of employment of an employee having regular cab and regular shift shall begin when he reports for duty at the garage at the request of the employer until he is released from duty by the employer. The employee shall not be entitled to pay if his regular cab is not available and he chooses to wait for his own cab or next available one. All spare men will report for work at the appointed hour, and receive a cab according to seniority rating, and will not be entitled to pay until such time as they start to work.

5. The employer shall post the schedule of days off and shall designate the number of employees that shall take any specified day off. The employees shall have the choice of determining their days off in the order of their seniority. Thereafter an employee may not change his day off except with permission of the management.

6. Whenever an employee takes a cuff job at the instruction of the office of the employer, any loss because of the failure of the occupant of the cab to pay his fare thereafter shall be borne only by the employer.

#### GROUNDS FOR DISCHARGE

1. The employees are entitled to retain their jobs on the basis of their good behavior, efficiency and honesty. The employer may discharge any employee for just cause.

By agreement of the parties this decision shall take effect as of June 5, 1939, and under the law, shall continue in full force and effect for six months therefrom.

In an agreement entered into on the 22d day of May, 1939, in the presence of the State Board of Conciliation and Arbitration between the Cambridge Taxi Company and Local No. 381 of the Oil Workers International Union, Taxi Division, the union waived the closed shop and the check-off system and the company recognized the right of Local No. 381 to be the sole collective bargaining agency.

#### SMITH & HUDSON COMPANY

August 8, 1939

*In the matter of the joint application for arbitration of a controversy between Smith & Hudson Company and Employees. (204)*

The Board awards that the discharge of the employee in question was justified.

#### A. T. CUMMINGS CO.—BOSTON

August 8, 1939

*In the matter of the joint application for arbitration of a controversy between A. T. Cummings Co. of Boston and Employee. (222)*

The Board finds that in view of the fact the employer agreed verbally to comply strictly with all the stipulations in the agreement, the discharge of the employee in question was justified.

#### LOWELL SHOE COMPANY—LOWELL

August 10, 1939

*In the matter of the joint application for arbitration of a controversy between the Lowell Shoe Company of Lowell and fancy stitchers. (193)*

The Board awards that the following prices shall be paid by the Lowell Shoe Company to fancy stitchers at Lowell for the work as there performed:

Pattern No. 1288:	Per 36 pair
5 folded strippings fitted to vamp linings . . . . .	\$1.15
Imitation on vamp . . . . .	.33
Vamp fitted in throat of vamp over strip . . . . .	1.22
Open toe . . . . .	.14
Shoe all done on closed condition . . . . .	.06 extra

#### Pattern No. 1905:

Fancy stitch tip and row . . . . .	.34
Fancy stitch snake row all through quarter . . . . .	1.22
Imitation on eyestay . . . . .	.33
Tongue closed on to two piece quarter . . . . .	.22
Bar eyestay . . . . .	.28
Stitch eyestay to quarter . . . . .	.54

By agreement of the parties this decision shall take effect as of the date of the inception of the work.

### PILOT SHOE COMPANY—CHELSEA

August 10, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and pump stitchers. (203)*

The Board awards that the following prices shall be paid by the Pilot Shoe Company to pump stitchers at Chelsea, for the work as there performed:

Pump stitching:

Spot:

Vamp, including knife . . . . .	\$0.50
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Alberta:

Vamp, no knife, and including dips . . . . .	.62
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By agreement of the parties, this decision shall take effect as of the date of the inception of the work.

### INDUSTRIAL OVERALL CLEANERS OF NEW ENGLAND, INC.

August 10, 1939

*In the matter of the joint application for arbitration of a controversy between members of the Industrial Overall Cleaners of New England, Inc. and drivers and helpers. (210)*

The Board awards that Articles 8, 13, 14, 15 and 16 of the new agreement shall read as follows:

#### ARTICLE 8

Overall drivers shall be paid a straight twenty (20) percent commission on straight cleaning, and a fifteen (15) percent commission on rentals.

The company shall be responsible for all credit accounts incurred under their rules and regulations.

No route shall be cut to less than two hundred and fifty (\$250) dollars per week.

#### ARTICLE 13

A helper's salary is to be thirty (\$30) dollars per week for a 48 hour week. Helpers to receive driver's pay on commission routes when working on same and per hour when helping. Helpers shall receive at least one-half day's pay when called in for work on any day.

Time and one-half shall be paid for all work performed over the 48th hour and on Sundays and holidays.

#### ARTICLE 14

Any employee after one year's service with the company shall receive one week's vacation with pay, to be paid at the average weekly salary for the previous calendar year. Vacation money shall be paid in advance.

#### ARTICLE 15

Transport drivers shall be paid thirty-three (\$33.00) dollars per week for a forty-eight (48) hour week for trucks up to and not including three tons in weight.

Time and one-half shall be paid for all work performed over the forty-eight (48) hours and on Sundays and holidays.

In the event that an owner, foreman or salaried man takes out a route, excepting for sickness, the regular driver shall receive the commission.

#### ARTICLE 16

It is understood and agreed that all previous contracts become null and void upon the adoption of this agreement.

No man working under this agreement shall sign or make any individual agreement with his company except as provided herein.

Each man employed agrees with the company that should his employment cease for any reason, he will not, for twelve (12) months thereafter, by himself, by agents, or as the servant or agent of another, solicit business from any customer served by him or by any other employee of said company. It is expressly agreed that this agreement shall inure to the benefit of the company and its successors and assigns.

By agreement of the parties, this decision shall take effect as of July 20th, 1939.

CONCILIATION AND ARBITRATION  
**TRIMOUNT LEATHER COMPANY**

August 10, 1939

*In the matter of the joint application for arbitration of a controversy between the Trimount Leather Company and employees on seasoning machine.* (229)

The Board awards that the following prices shall be paid by the Trimount Leather Company to employees on the seasoning machine at Peabody, for the work as there performed:

	<i>Per week of 40 hours</i>
Woman feeder	\$16.13
2 men swabbers	23.00
Man taking off	20.43

By agreement of the parties, this decision shall take effect as of the date the machine in question was first put into operation.

**CE-LECT BAKING COMPANY—BOSTON**

August 10, 1939

*In the matter of the joint application for arbitration of a controversy between the Ce-Lect Baking Company of Boston and bakery workers.* (231)

The Board finds that the man in question shall pay for the spoiled batch of dough.

**GENTLES BAKING COMPANY—MATTAPAN**

August 11, 1939

*In the matter of the joint application for arbitration of a controversy between the Gentles Baking Company of Mattapan and employees.* (215)

The Board finds

1. That the employee in question was justifiably discharged.
2. That the evidence shows that the man had worked twenty months for the company and had received one week's vacation for the first twelve months and therefore, as he had not been employed a second full twelve months, in accordance with the contract, the Board finds he is not entitled to a week's vacation for 1939.

**EMPIRE FURNITURE MANUFACTURING COMPANY—SOMERVILLE**

August 11, 1939

*In the matter of the joint application for arbitration of a controversy between the Empire Furniture Manufacturing Company of Somerville and stripers.* (227)

Having taken into consideration the stipulation signed by both parties, the Board finds that the man in question shall not be classified as the second man on the striping operation.

**BENZ KID COMPANY, FACTORY NO. 2—LYNN**

August 17, 1939

*In the matter of the joint application for arbitration of a controversy between the Benz Kid Company, Factory No. 2, of Lynn and beam house worker.* (218)

The Board finds that the company violated the departmental seniority rights of Frank Dubowicz, the employee in question, and orders that these rights shall be restored to him.

This decision shall take effect as of its date.

**R. JONAS SHOE COMPANY—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the R. Jonas Shoe Company of Haverhill and last pullers.* (224)

The Board awards that \$0.062 per 36 pair shall be paid by the R. Jonas Shoe Company to employees at Haverhill for last pulling by machine, for the work as there performed.

This decision shall apply to the R. Jonas Shoe Company only.

**ALGY SHOE COMPANY—EVERETT**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and fancy stitchers.* (226)

The Board awards that the following prices shall be paid by the Algy Shoe Company to fancy stitchers at Everett, for the work as there performed:

	<i>Per 36 pair</i>
Pattern No. 889:	
Fancy stitch mudguard on vamp, 2 rows, s. n.	\$2.52
Fancy stitch mudguard on vamp, 1 row	1.77
Pattern No. 867:	
Vamping quarter to vamp	1.44
Pattern No. 882:	
Stitch apron on vamp	.69
Stitch collar on apron throat sprung	.84
Pattern No. 872½	
Zigzag stitch top of quarter, closed condition, (based as top of quarter)	.78

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

#### MONARCH SHOE COMPANY, INC.—CAMBRIDGE

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Monarch Shoe Company, Inc., of Cambridge and stripping stitchers.  
(228)*

The Board awards that an extra of four cents a line for thirty-six pair shall apply on stitching stripping on Pattern No. 215, this decision to apply to the Monarch Shoe Company, Inc., only.

By agreement of the parties this decision shall take effect as of its date.

#### GOLD SEAL SHOE CORPORATION—BOSTON

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Gold Seal Shoe Corporation of Boston and stitchers. (232-233)*

The Board awards that the following prices shall be paid by the Gold Seal Shoe Corporation to stitchers at Boston, for the work as there performed:

	<i>Per 36 pair</i>
Stitching lastex binding	10% extra
Pressing lastex binding	10% extra
Pump stitch lastex bound shoes, Sporty	No extra
Stitching French cord, pressing and pump stitching to be based as pump.	

By agreement of the parties this decision shall take effect as of the date of the beginning of the work in question.

#### ALGY SHOE COMPANY—EVERETT

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Algy Shoe Company of Everett and stitchers. (234)*

The Board awards that the following prices shall be paid by the Algy Shoe Company to stitchers at Everett, for the work as there performed:

	<i>Per 36 pair</i>
Lastex Binding:	
Stitching Lastex binding	10% extra
Pressing	10% extra
Pump stitching	No extra

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

#### GRAND SHOE COMPANY—HAVERHILL

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Grand Shoe Company of Haverhill and roughers. (242)*

The Board awards that the following prices shall be paid by the Grand Shoe Company to roughers at Haverhill, for the work as there performed:

	<i>Per 36 pair</i>
Pattern No. 9941-9933:	
Leather vamp to be roughed, suede quarter not roughed: If only one brush is used	\$0.122
If two brushes are used	.236

This decision shall apply to this pattern only.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

## CONCILIATION AND ARBITRATION

**HERBERT HOLTZ SHOE COMPANY—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and skivers. (243)*

The Board awards that a double extra shall apply for skiving suede and leather backed in factory, for the work as there performed:

By agreement of the parties this decision shall take effect as of the date of application, (August 9, 1939).

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and fancy stitchers. (244)*

The Board awards that the following prices shall be paid by the Unity Shoe Makers Corporation to fancy stitchers at Haverhill, for the work as there performed:

		<i>Per 12 pair</i>
Stitching second row on shoe through lining, if work is done on flat machine:		
Pattern No. 3146	.	\$0.228
Pattern No. 3060	.	.345
Pattern No. 3027	.	.345
Pattern No. 2886	.	.315
Pattern No. 2862	.	.308

This decision shall take effect as of its date.

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and fancy stitchers. (245)*

The Board awards that there shall be no change in the price now being paid by the Unity Shoe Makers Corporation to fancy stitchers at Haverhill for stitching front and sides of vamp to quarter on Pattern No. 3097 and similar patterns, condition of over and under, for the work as there performed.

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and pressers. (246)*

The Board awards that the following prices shall be paid by the Unity Shoe Makers Corporation to pressers at Haverhill for the work as there performed:

Pressing Lastex	.	No change
Pressing Alligator	.	No change
Cementing for press on shoes cut from Lastex, including cleaning; 25% extra of Lastex cementing price.	.	

By agreement of the parties, this decision shall take effect as of the date of application (August 8, 1939).

**UNITY SHOE MAKERS CORPORATION—HAVERHILL**

August 18, 1939

*In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and top stitchers. (247)*

The Board awards that the following prices shall be paid by the Unity Shoe Makers Corporation to top stitchers at Haverhill, for the work as there performed:

	<i>Per 12 pair</i>
Pattern No. 3269: Quarter front to lining, flat machine	\$0.30
Pattern No. 3283: Top stitch	.30

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

**BAKERS NEGOTIATING COMMITTEE—BOSTON**

August 21, 1939

*In the matter of the joint application for arbitration of a controversy between  
Bakers Negotiating Committee and Bakery Drivers of Boston. (223)*

The Board awards the following:

1. April 19th shall not be included in the contract as a holiday.
2. Strictly wholesale bread and restaurant route drivers will not make any deliveries on any holidays except Armistice Day when Armistice Day falls on a Saturday or Monday.

**MORGAN'S INC. — QUINCY, MALDEN, SALEM, BROCKTON,  
WALTHAM and SOMERVILLE**

August 22, 1939.

*In the matter of the joint application for arbitration of a controversy between  
Morgan's Inc. of Quincy, Malden, Salem, Brockton, Waltham and Somer-  
ville and Employees. (180)*

The Board awards the following:

1. Seniority rights shall apply to each individual store.
2. In stores where there are six or less employees, assistant managers shall become members of the union.

3. **ARBITRATION CLAUSE:** It is further agreed that any controversy arising out of or under the terms of the contract or not covered by the agreement shall first be referred to a representative of the employer and the employees; if they cannot agree then the controversy shall be submitted to arbitration; said arbitration to be held before a body consisting of one representative of the employer, one representative of the local and a third neutral party to be selected by the aforementioned parties. The arbitration of all grievances shall be held within five days and the decision of said arbitration body shall be final and binding. In case the third neutral party cannot be agreed upon within three days after the representative of the employer and the representative of the local first meet, then the Massachusetts Board of Conciliation and Arbitration will act as arbitrators.

4. The following schedules of wages shall be in effect:

All salesmen	\$23.85 plus 2% commission
Credit and Collection men	22.00 plus 4c. a mile for use of automobile while collecting
Stock men	18.00 plus 2% commission
Cashiers	18.00
Utility and other clerical help	17.00

5. New employees for first three months:

Salesmen	\$19.50 plus 1 1/2 % commission
Credit and collection men	18.00 plus 4c. a mile for use of automobile while collecting
Stock men	16.20 plus 1 1/2 % commission
Cashiers	15.00
Utility and other clerical help	14.00

There shall be no abuses of transfer of employees from one store to another. By mutual agreement of the parties this decision shall take effect as of June 15, 1939.

Pending any arbitration there shall be no strike or lockout.

**MORGAN LAUNDRY SERVICE, INC.—BOSTON**

August 24, 1939

*In the matter of the joint application for arbitration of a controversy between  
Morgan Laundry Service Inc. of Boston and Utility Man. (230)*

The Board finds from the evidence presented at the hearing and our investigation that the employee in question was given a regular job of washing from March 20, 1939 to the day of his discharge.

The Board finds, therefore, that the discharge was justified.

**MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION**

August 31, 1939

*In the matter of the joint application for arbitration of a controversy between  
Massachusetts Leather Manufacturers' Association and licensed meas-  
urers. (200)*

The Board awards that a minimum wage rate of \$24.725 per forty hour week be paid to all leather measurers in Peabody, Salem and Danvers leather factories who require licenses for the work that they perform.

## CONCILIATION AND ARBITRATION

**CARR LEATHER COMPANY—PEABODY**

August 31, 1939

*In the matter of the joint application for arbitration of a controversy between Carr Leather Company of Peabody and Togglers. (238)*

The Board awards that in accordance with the working agreement between the Company and the Union togglers at the Carr Leather Company are required to maintain the production heretofore established as a normal standard for competent togglers in the Carr tannery.

**HUNT-RANKIN LEATHER COMPANY—PEABODY**

August 31, 1939

*In the matter of the joint application for arbitration of a controversy between Hunt-Rankin Leather Company of Peabody and Shavers. (241)*

The Board awards that the price on the 7' to 9' skins for shaving at the Hunt-Rankin Factory on the Traud machine be eighteen cents (18c.) per dozen skins.

**PILOT SHOE COMPANY—CHELSEA**

September 6, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and stitchers. (240)*

The Board awards that the following prices shall be paid by the Pilot Shoe Company to employees at Chelsea, for the work as there performed:

Fancy stitching:	Per 36 pair
Pattern Artist:	
Complete stitching . . . . .	\$2.37
French cord stitching:	
Pattern Freda:	
Plug Oxfords, including dips and scallops . . . . .	.66
Pattern June:	
Plug Oxfords, including four dips to pair. . . . .	.57

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

**CHRIS LAGANAS SHOE COMPANY—LOWELL**

September 6, 1939

*In the matter of the joint application for arbitration of a controversy between the Chris Laganas Shoe Company of Lowell and Naumkeagers. (258)*

The Board awards that six cents per case extra shall be paid by the Chris Laganas Shoe Company to employees at Lowell for Naumkeaging shoes that have grain in the shanks of the sole, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

**PHYLLIS SHOE COMPANY—NEWBURYPORT**

September 8, 1939

*In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and cutters. (254)*

The Board awards that thirty-three cents per case of 36 pair shall be paid by the Phyllis Shoe Company to employees at Newburyport for cutting combination fox and heel reinforcement by clicker, for the work as there performed.

By agreement of the parties, this decision shall take effect as of August 7, 1939.

**B. E. COX LEATHER COMPANY—PEABODY**

September 8, 1939

*In the matter of the joint application for arbitration of a controversy between the B. E. Cox Leather Company of Peabody and plushers and dusters. (255)*

The Board awards that there shall be no change in the day work rate for plushing and dusting at the B. E. Cox Leather Company in Peabody, for the work as there performed.

**SAUGUS TRANSIT COMPANY—SAUGUS**

September 12, 1939

*In the matter of the joint application for arbitration of a controversy between the Saugus Transit Company of Saugus and employees. (235)*

The Board awards, as follows:

All members now in the Union to remain members in good standing.

All new employees coming into the company are to become members of the Union within thirty days and to remain in good standing.

The Union agrees to take all new employees into the Union who have not violated the Union conditions.

All employees not now members of the Union with less than ten years' employment are to become members of the Union within sixty days and remain members in good standing.

The contract shall remain in effect until October 31, 1940.

By agreement of the parties, this decision shall take effect as of August 7, 1939.

#### **EDGAR P. LEWIS & SONS, INC.—MALDEN**

September 12, 1939

*In the matter of the joint application for arbitration of a controversy between Edgar P. Lewis & Sons, Inc., of Malden and chocolate dippers.* (237)

The Board awards that the price for chocolate dippers for dipping chocolates in the so-called Normandie Line, not now provided in the present agreement, shall be at the rate of \$0.0282 per board, the same as is now being paid for Red Seal.

By agreement of the parties, this decision shall take effect as of August 7, 1939.

#### **PILOT SHOE COMPANY—CHELSEA**

September 12, 1939

*In the matter of the joint application for arbitration of a controversy between the Pilot Shoe Company of Chelsea and bottom finishers.* (239)

The Board finds that the operator in question shall be reinstated as of this date. The Board desires to point out to employees that they must obey the rules and regulations of the company if they expect to hold their positions.

#### **CONSOLIDATED MOTOR LINES, INC.—WEST SPRINGFIELD**

September 12, 1939

*In the matter of the joint application for arbitration of a controversy between the Consolidated Motor Lines, Inc., of West Springfield, and truck drivers and platform men.* (251)

The Board finds that the employer was not justified in discharging the employee in question on the basis of the charge made against him.

This decision shall take effect September 14, 1939.

#### **J. B. BLOOD COMPANY—LYNN**

September 13, 1939

*In the matter of the joint application for arbitration of a controversy between the J. B. Blood Company of Lynn and employees.* (236)

The Board finds that the discharge of the employee in question was not for sufficient reasons, in view of the fact that this employee had had long service and the equipment about which the complaint was made was new equipment.

The Board further finds that the employees must live up to the rules and regulations of the company with regard to any equipment which the company may install.

This decision shall take effect as of August 15, 1939.

#### **J. B. BLOOD COMPANY—LYNN**

September 13, 1939

*In the matter of the joint application for arbitration of a controversy between the J. B. Blood Company of Lynn and employees.* (252)

The Board finds that the discharge of the employee in question was not for sufficient reasons, in view of the fact that this employee had had long service and the equipment about which the complaint was made was new equipment.

The Board further finds that the employees must live up to the rules and regulations of the company with regard to any equipment which the company may install.

By agreement of the parties, this decision shall take effect as of August 15, 1939.

#### **PANTHER PANCO RUBBER COMPANY**

September 14, 1939

**THE STATE BOARD OF CONCILIATION AND ARBITRATION PLACES  
THE BLAME FOR THE CONTINUANCE OF THE STRIKE AT  
THE PANTHER PANCO RUBBER COMPANY IN STOUGHTON**

After many conferences attempting conciliation and after a thorough in-

vestigation, followed by a public hearing held in Lithuanian Hall in Stoughton on September 8, 1939 (duly advertised to be held by a public advertisement in the Stoughton Sentinel dated August 29, 1939), pursuant to Section 3, Chapter 150 of the General Laws, for the purpose of determining which party is to blame for the continuance of the strike at the Panther Panco Rubber Company, and after listening to the evidence presented by the representatives of the striking employees, which was not refuted in any way by the Panther Panco Rubber Company, which was not represented, and after carefully weighing the evidence that could be deduced from that testimony, together with the facts established by the Board's investigation, the Board is constrained to place the blame for the continuance of the strike on the officials of the Panther Panco Rubber Company.

#### CHECKER TAXI COMPANY—BOSTON

September 14, 1939

*In the matter of the joint application for arbitration of a controversy between the Checker Taxi Company of Boston and employees. (187)*

The Board awards, as follows:

1. That ten hours shall constitute a day's work.
2. That six days shall constitute a week's work.
3. That drivers shall receive 40% of each day's bookings as paid, but in no event shall a driver receive less than \$2.50 for a full day's work.
4. That all drivers when held up for repairs through no fault of their own shall be paid at the rate of twenty-five cents per hour.
5. That the contract shall expire November 1, 1940.
6. That drivers shall pay for their own uniforms.

The Board reserves the right, upon petition of either party, to reopen the wage scale on or after six months from the date of this decision.

This decision shall take effect as of its date.

#### BLUE HILL SPRING WATER COMPANY—SOUTH BOSTON

September 14, 1939

*In the matter of the joint application for arbitration of a controversy between the Blue Hill Spring Water Company of South Boston and driver. (260)*

The Board finds that the employer should at once return to the employee in question the \$28.00 taken out of his pay without authority.

The Board further orders the employee to pay to the employer an amount not exceeding \$5.00 each week until a total of \$28.00 is paid by the employee, commencing the next payroll week day.

#### MAYFAIR SHOE CORPORATION—NEWBURYPORT

September 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Mayfair Shoe Corporation of Newburyport and wood heelers. (259)*

The Board awards that the heel on Last No. 100 shall be classified as a Semi-Continental heel and that the heel on Last No. 25 shall be classified as a full Louis heel.

By agreement of the parties this decision shall take effect as of August 7, 1939.

#### TWIN TANNERS, INC.—PEABODY

September 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Twin Tanners, Inc., of Peabody and shavers. (262)*

The Board awards that the following prices shall be paid by the Twin Tanners, Inc., to employees at Peabody, for the work as there performed:

Shaving Splits:

Per 100

Small machines:				
Up to 5 feet	.	.	.	.
5 $\frac{1}{4}$ to 9 feet	.	.	.	.
9 $\frac{1}{4}$ feet and up	.	.	.	.
Small (calf) kips	.	.	.	.
Medium kips (Up to ten feet)	.	.	.	.
Large kips (Over ten feet)	.	.	.	.
Large machines:				
Up to 5 feet	.	.	.	.
5 $\frac{1}{4}$ to 9 feet	.	.	.	.
9 $\frac{1}{4}$ feet and up	.	.	.	.
Small (calf) kips	.	.	.	.

.80

.95

1.25

.80

Medium kips (Up to ten feet) . . . . .	1.40
Large kips (Over ten feet) . . . . .	2.10

By agreement of the parties this decision shall take effect as of its date.

### GOLD SEAL SHOE CORPORATION—BOSTON

September 15, 1939

*In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and wood heelers. (264)*

The Board awards that the following classification of heels shall apply at the Gold Seal Shoe Corporation in Boston:

Continental Heels:

Nos. 1, 2 and 5

Semi-Continental Heels:

Nos. 3, 6 and 7

Louis Heels:

No. 4

By agreement of the parties this decision shall take effect as of June 22, 1939.

### TRIANGLE LIMITED COMPANY—BOSTON

September 25, 1939

*In the matter of the joint application for arbitration of a controversy between Triangle Limited Company of Boston and employees. (266)*

The Board finds that the men in question shall not be employed by the Triangle Limited Company.

### KORN LEATHER COMPANY—PEABODY

September 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and employees in the drying and crust department. (249)*

The Board awards that the hourly rate for all work which is done by the former hangers on the new drying machines shall be 61 1/4c.

This decision shall take effect as of its date.

### EAGLE CLEANSERS & DYERS, INC.—BOSTON

September 28, 1939

*In the matter of the joint application for arbitration of a controversy between the Eagle Cleansers & Dyers, Inc., of Boston and employees. (250)*

The Board awards as follows:

1. That where the employees are working an average of forty hours or more per week additional help may be hired.
2. That where the employees are working an average of less than forty hours per week, no additional help shall be hired.

By agreement of the parties, this decision shall take effect as of its date.

### L. GROSSMAN SONS, INC.—QUINCY

September 28, 1939

*In the matter of the joint application for arbitration of a controversy between L. Grossman Sons, Inc., of Quincy, and employees. (257)*

The Board finds that the discharge of the employee in question was not justified and orders his reinstatement as of Monday, October 2, 1939.

### HUNT-RANKIN LEATHER COMPANY—PEABODY

September 28, 1939

*In the matter of the joint application for arbitration of a controversy between Hunt-Rankin Leather Company of Peabody and Buffers. (267)*

The Board awards that there shall be no change in the present piece rate of \$.168 per dozen for overshot buffing (one way) on "up to 7's on Pearls at the Hunt-Rankin Leather Company.

### N. H. POOR COMPANY—PEABODY

September 28, 1939

*In the matter of the joint application for arbitration of a controversy between N. H. Poor Company of Peabody and staker. (269)*

The Board finds that the employee in question was justifiably discharged.

**GOLD SEAL SHOE CORPORATION—BOSTON**

September 29, 1939

*In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and French cord stitchers.* (261)

The Board awards that there shall be no extra paid by the Gold Seal Shoe Corporation to employees at Boston for stitching French cord with a knife, for the work as there performed.

**RHODES BROTHERS COMPANY—BOSTON**

September 29, 1939

*In the matter of the joint application for arbitration of a controversy between Rhodes Brothers Company of Boston and truck driver.* (263)

The Board decides that the amount of money to which the employee in question would be entitled for the time he took the place of another employee should be in accordance with the contract, namely, truck drivers up to and not including three tons, \$35.00 per week.

**J. B. BLOOD COMPANY—LYNN**

September 29, 1939

*In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and retail clerk.* (272)

The Board finds that the discharge of the employee in question was justified as under Article 2 of the contract it makes the company the sole judge in the matter of the transfer of employees.

**WONDER DRY CLEANERS—WATERTOWN**

September 29, 1939

*In the matter of the joint application for arbitration of a controversy between the Wonder Dry Cleaners of Watertown and pressers.* (276)

The Board awards as follows:

1. That where the pressers are working an average of forty hours or more per week additional help may be hired.

2. That where the pressers are working an average of less than forty hours per week, no additional help shall be hired.

This decision shall take effect as of its date.

**H. C. STILLMAN SHOE COMPANY—LAWRENCE**

October 2, 1939

*In the matter of the joint application for arbitration of a controversy between H. C. Stillman Shoe Company of Lawrence and employees.* (265)

The Board awards that the prices on the attached list shall be paid by the H. C. Stillman Shoe Company to employees at Lawrence, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

CUTTING ROOM:		Per case, 36 pairs
Seamless		\$0.45
6 piece shoe		.58
8 piece shoe		.70
Cut quarter lining		.07
Cut quarter lining, novelties		.09
Sock lining		.05
Vamp lining		.05
Vamp doubler		.07
Quarter doubler		.07
Heel covers		.12
Dinking:		
Tip or tongue		.05
Saddles, 4 to pair		.10
Extras:		
Broken kid or suede		.18
STITCHING ROOM:		Per case, 36 pair
Eureka marking, per part		\$0.015
Stamping linings		.04
Die out vamps, flat		.05
Die out quarters, flat		.09
Edwards marking vamps, 2 to a pair		.04
Edwards marking quarters, 4 to a pair		.08
Die out vamps, closed		.12
Die out quarters, closed		.12

Mask extra	.025
Bind innersoles, all around	.15
Bind innersoles, toes only	.09
Bind innersoles, toes and shanks	.12
Skive Oxford quarters	.12
Skive circular vamp	.055
Skive short quarters	.072
Skive tips	.03
Skive Blucher Oxford quarters	.12
Machine press Oxford quarters	.16
Machine press circular vamp	.073
Machine press short quarters	.096
Machine press tips	.04
Machine press Blucher Oxford quarters	.16
Vamping circular vamp	.36
Side vamping	.27
Vamping Regents	.48
Vamping Bluchers	.72
Vamping linings	.065
Close linings	.05
Stitch Neverslips, imitation leather	.15
Stitch Neverslips, sheep or kid	.18
Staple buckles	.09
Sew buckles	.12
Punch straps, 2 to a pair	.05
Close Union Special	.07
Close Singer	.08
Tape heel seams	.04
Tape Oxford tops	.06
Tape pumps, including throat	.07
Staying	.15
Top stitching tongue, held on	.20
Stitch tongue to lining	.12
Stitch tongue to vamp	.17
Stitch pieced strap to lining	.13
Stitch 3 rows single needle	.63
Siding up	.17
Close outsides half way up on vamp	.09
Close long fronts	.12
Tape fronts	.04
Top stitch pumps	.33
Top stitch pump lining left in	.33
Top stitch bal Oxfords	.455
Top stitch bal Oxfords, imitation binding	.455
Top stitch Blucher Oxfords	.43
Top stitch Blucher Oxfords, imitation binding	.43
Imitation French cord, straight quarters	.20
French cord turning, straight quarters	.225
French cord turning whole shoe, closed	.40
French cord stitch straight quarter	.225
French cord stitch whole shoe, closed	.40
French cord stitch pump	.36
French cord turn pump	.36
Cement for press machine	.035
Cement for press novelties	.07
Fancy stitch imitation wing tip	.165
Fancy stitch wing tip, held on	.23
Fancy stitch imitation straight tip	.12
Fancy stitch fox on quarter, held on, two sides	.45
Imitation French cord bal Oxford	.36
Imitation French cord Blucher Oxford	.245
Barring Oxford front, two bars	.07
Barring straps, two to a pair, four bars	.13
Barring gores, four to a pair, eight bars	.20
Zig zag lining half way up front	.08
Zig zag lining full length front	.11
Top stitch vamp	.18

Imitation French cord whole shoe, closed . . . . .	.42
Trimming after top stitcher, open toes . . . . .	.05
Trimming after top stitcher, quarters . . . . .	.04
Trimming after top stitcher, open shank . . . . .	.04
Trimming after top stitcher, quarter lining under strap . . . . .	.04
Cut straps and points, four to a pair . . . . .	.075
Cement eyelet stay on Oxford quarter . . . . .	.072
Cement cut outs on vamps . . . . .	.078
Cement cut outs on quarters . . . . .	.117
Cement vamp to lining (machine) . . . . .	.095
Taping slots by hand . . . . .	.05
Cement doublers flat vamps . . . . .	.04
Cement doublers flat quarters . . . . .	.07
Cement box toe and tip, latex, by hand . . . . .	.12
Eyeletting . . . . .	.13
Ensign lacing . . . . .	.08
Inspect . . . . .	.05

All other fancy stitching operations not covered by this list  
shall receive an increase of 7½%.

STOCKFITTING:	<i>Per case, 36 pair</i>
Look after work . . . . .	\$0.028
Put up stock . . . . .	.014
Wet up stock . . . . .	.01
Skive . . . . .	.021
Round, 1 pair at time . . . . .	.064
Stamp . . . . .	.011
Size or case up . . . . .	.011
Split . . . . .	.029
Cement and lay flaps . . . . .	.029
Cement flaps . . . . .	.014
Shank out (Apex) . . . . .	.065
Reduce foreparts to iron . . . . .	.043
Mold outersoles (Model A) . . . . .	.036
Sponging . . . . .	.011
Roughing, U. S. Machine . . . . .	.043
Cement, U. S. Machine . . . . .	.071
Edgetrim margin, heel to heel . . . . .	.053
Punch holes in heel seat . . . . .	.029
Innersoles:	
Dinking sheet or roll . . . . .	.057
Case and tie up after fitting . . . . .	.008
Tucking toe and heel . . . . .	.053
LASTING ROOM:	<i>Per case, 36 pair</i>
Put up work . . . . .	\$0.08
Tack inners, 3 tacks . . . . .	.065
Assemble . . . . .	.28
Pull over . . . . .	.32
Niggerhead, side and toe . . . . .	.77
Heel seat last . . . . .	.10
Pull innersole tacks . . . . .	.06
Trim uppers . . . . .	.07
Pounding . . . . .	.12
Rough shank and forepart . . . . .	.165
Tack shanks by machine, no filler . . . . .	.07
Cement bottom, including filler . . . . .	.15
Conveyor, including solvent . . . . .	.26
Pull lasts by hand . . . . .	.085
WOOD HEELING:	<i>Per case, 36 pair</i>
Cutting on Cuban or Louis, machine . . . . .	\$0.25
Rasp by hand . . . . .	.06
Cementing flaps . . . . .	.09
Flap up and trim . . . . .	.49
Pound down Cubans . . . . .	.07
Nail heels, automatic . . . . .	.09
FINISHING ROOM:	<i>Per case, 36 pair</i>
Edgetrim . . . . .	\$0.31
Edgeset . . . . .	.31

Buff foreparts								11
Naumkeaging								.18
Paint bottoms								.13
Fill holes								.01
Spray bottoms								.04
Breast scour								.06
<b>PACKING ROOM:</b>							<i>Per case, 36 pair</i>	
Lining in								\$0.10
Booth trim								.08
Hand cut outs								.075
Treeing, across the board								.85
Dressing, first coat								.11
Dressing, second coat								.09
Lace, buckle or tie bow								.06
Counter shaper								.04
Singe								.04
Cut gores								.10
Week work:							<i>Per week, 44 hours</i>	
Repairers								16.00
Packers								14.25

**TWENTIETH CENTURY BAKERY, INC.—HAVERHILL**

October 5, 1939

*In the matter of the joint application for arbitration of a controversy between  
The Twentieth Century Bakery, Inc. of Haverhill and Bakery Worker.  
(268)*

The Board awards that the company was not justified in discharging the man in question. No retroactive wages are to be paid.

This decision is effective as of its date.

**LEATHER MANUFACTURERS**

October 3, 1939

*In the matter of the joint application for arbitration of a controversy between  
Leather Manufacturers and Plushers and Dusters. (275)*

The Board awards that the minimum prices to be paid for plushing and dusting, day work, in the sheepskin industry, shall be \$24.725 per week of forty hours, the decision to be effective as of date.

**GREEN BARR SHOE COMPANY—LOWELL**

October 9, 1939.

*In the matter of the joint application for arbitration of a controversy between  
the Green Barr Shoe Company of Lowell and vampers. (253)*

The Board awards that the following prices shall be paid by the Green Barr Shoe Company to vampers at Lowell, for the work as there performed:

Pattern No. 14960: *Per 36 pair*

Vamping of extra long sides with extra gore condition . \$0.45

Pattern No. 14860:

Side vamping with collar condition, consisting of points .57

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

**ARKWRIGHT CORPORATION—FALL RIVER**

October 9, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Arkwright Corporation (Open Stock department) of Fall River and  
textile shippers and clerks. (256)*

The Board awards as follows:

**BILLING DEPARTMENT:**

All beginners shall receive \$14.00 per week, with an increase of \$1.00 per week to be given at the end of six months' employment.

**OFFICE HELP:**

The following named office help are to receive an increase of \$2.00 per week:

Dorothy Logan  
Beatrice Mello  
Ethel Lawton  
Vera Black  
Isabel Wishart  
Mitzie Roche

**SHIPPING FLOOR:**

The following named shipping floor help shall receive an increase from the present wage of \$0.4765 per hour to \$0.50 per hour:

Joseph Ziobro  
John A. Gaya  
A. Pellitier  
William Levoie

The employee named James Kelleher, who is a strapper, shall receive an increase from his present wage of \$0.35 per hour to \$0.40 per hour.

Invoicers; no increase.

**MACHINE OPERATORS:**

The following named machine operators shall receive an increase from their present wage of \$0.4765 per hour to \$0.50 per hour:

George Ford  
Manuel Motta  
Louis Pytel  
Ben Berlinski

**STOCK CLERKS AND ORDER PICKERS:**

The following named employees shall receive no increase at this time:

Emile LaPlante  
Alexander Wayda  
Louis Grebla  
Michael Pontes  
Frank Mish  
Paul Griffin  
Clifford Bradshaw  
Oscar Paradise  
John Madiros

The following named employees shall receive an increase from their present wage of \$0.40 per hour to \$0.4765 per hour:

Caesar Piva  
Stanley Mio

The following named employees shall receive an increase from their present wage of \$0.35 per hour to \$0.3750 per hour.

Peter Cantelmo  
James Morey

**PLATFORM AND WAREHOUSE MEN:**

The following named employees shall receive an increase from their present wage of \$0.35 per hour to \$0.40 per hour:

Leo Gagnon  
Charles Cardin  
John Soares

No increase shall be given the following named employees:

Ben Coster  
Alfred Freitas

By agreement of the parties this decision shall take effect as of July 25, 1939.

**ALGY SHOE COMPANY—EVERETT**

October 17, 1939

*In the matter of the joint application for arbitration of a controversy between Algy Shoe Company of Everett and Employees. (279)*

The Board awards that the following prices shall be paid at the Algy Shoe Company for the work as there performed:

**Lasting Room:**

*Per 36 pair*

**Wedge Heel Shoe:**

Roughing, regular price, extra for heel seat . . . . .	\$ .06
Roughing heel, both sides, two handlings, each . . . . .	.18
Cementing shanks and heel seats . . . . .	.15
Cementing wedge heel on one side . . . . .	.15
Cementing shoe all around, including heel seat . . . . .	.26
Putting wedge heel in conveyor, No. 1 . . . . .	.47
Putting wedge heel in conveyor, No. 2 . . . . .	.58
Filling shanks with cork . . . . .	.24
Marking heel seat . . . . .	.08
Fitting heel by hand . . . . .	.81
Edge trimming all around, one cutter . . . . .	1.00
Edge setting all around, two set, same iron . . . . .	1.08

Buffer full sole . . . . .	.26
Ironing wedge heel . . . . .	.36
Randing soles from shank to shank, one knife . . . . .	.12
Roughing heel of a sole, extra . . . . .	.04
Cementing the heel of a sole, extra . . . . .	.04

By agreement of the parties, this decision shall take effect from the inception of the work.

### PHYLLIS SHOE COMPANY—NEWBURYPORT

October 19, 1939

*In the matter of the joint application for arbitration of a controversy between Phyllis Shoe Company of Newburyport and Vampers and Fancy Stitchers. (273)*

The Board awards that the following prices shall be paid for stitching at the Phyllis Shoe Company:

	<i>Per case, .36 pair</i>
Vamping Pattern 130 . . . . .	\$.90
Vamping Pattern 484 . . . . .	1.48
Vamping Pattern 8709 . . . . .	.90
Fancy Stitching Pattern 577-2 quarters . . . . .	.54
Fancy Stitching Pattern 577-2 vamps . . . . .	.36

This decision shall take effect as follows:

Vamping Pattern 130 — September 1st, 1939.

Vamping Pattern 484 — September 21st, 1939.

Vamping Pattern 8709 — September 21st, 1939.

Fancy Stitching Pattern 577-2 on vamps and quarters — September 11, 1939.

### SAUGUS TRANSIT COMPANY

October 24, 1939

*In the matter of the joint application for arbitration of a controversy between Saugus Transit Company and Bus Operators. (271)*

The Board finds that the seniority list as submitted at the arbitration proceedings shall be established as the proper seniority list: It is as follows:

1. George Caffarella
2. Dona Lallier
3. Francis Davis
4. Arthur Bentham
5. Edgar Hibbard
6. John Taatjes
7. James Pyburn
8. Alfred Eagles
9. Louis Winchell
10. Neil Snyder
11. David Chiofolo
12. Roger Alley
13. George Crosby

"That constitutes the list of the drivers. The regulars are from Caffarella to Eagles, inclusive. One mechanic, Ralph Pierce, and a night man, or night garage employee, John Costello. It is also agreed that the mechanic, Ralph Pierce, and the night garageman, Costello, may be classified as a driver and hold their respective place on the drivers' seniority list, to wit, Ralph Pierce following Dona Lallier, and John Costello to follow Alfred Eagles. Only in the event that either or both Ralph Pierce and John Costello shall become physically unable to carry on the work presently assigned to them, which is mechanic in the case of Ralph Pierce and night garage man in the case of John Costello. In such event, all men up to and including Alfred Eagles on the list shall continue to be classified as regular men, in spite of the fact that the mechanic, Ralph Pierce, shall seek a place on the drivers' seniority list. In the event that Ralph Pierce and, or John Costello shall be placed upon the drivers' list, then the company shall offer their respective places in order of seniority to the men on the drivers' list qualified to accept and do the work of either Ralph Pierce or John Costello or both."

According to that list Francis Davis is Number 3, Arthur Bentham is Number 4 and Edgar Hibbard is Number 5.

## CONCILIATION AND ARBITRATION

**ALGY SHOE COMPANY—EVERETT**

November 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and cutters. (283)*

The Board awards that \$1.29 per 36 pair shall be paid by the Algy Shoe Company to cutters at Everett for cutting outside quarters, Pattern No. 867, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

**EAGLE SHOE MANUFACTURING COMPANY, INC.—EVERETT**

November 7, 1939

*In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Manufacturing Company, Inc. of Everett, and upper leather cutters. (287)*

The Board awards the following classification of leathers at the Eagle Shoe Manufacturing Company, Inc., at Everett as per samples on file with the Board:

- A. Full grain elk (black)
- B. Snuffed elk (black)
- C. Full grain elk (tan)
- D. Snuffed elk (tan)

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

**GREEN BARR SHOE COMPANY—LOWELL**

November 8, 1939

*In the matter of the joint application for arbitration of a controversy between the Green Barr Shoe Company of Lowell and French cord stitchers and turners. (280)*

The Board awards that the following prices shall be paid by the Green Barr Shoe Company to employees at Lowell, for the work as there performed:

Pattern No. 16180:	<i>Per case, 36 pair</i>
Stitching French cord on vamp . . . . .	\$0.46
Stitching French cord on quarter . . . . .	.36
Turning French cord on vamp . . . . .	.46
Turning French cord on quarter . . . . .	.36

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

**PEABODY STEAM LAUNDRY, INC.—PEABODY**

November 9, 1939

*In the matter of the joint application for arbitration of a controversy between the Peabody Steam Laundry, Inc., of Peabody and route drivers. (274)*

The Board awards that the route drivers shall be compensated at the rate of \$20 per week on the first \$100 of business brought in.

By agreement of the parties this decision shall take effect as of August 26, 1939.

**BERT P. WILLIAMS COMPANY—BOSTON**

November 9, 1939

*In the matter of the joint application for arbitration of a controversy between Bert P. Williams Company of Boston and drivers. (278)*

The Board finds that the discharge of the employee in question was not justified. The Board, however, points out that it is the duty of employees to obey the rules and regulations of the employer company.

By agreement of the parties, this decision shall take effect as of its date.

**STANDARD COAT & APRON SUPPLY COMPANY**

November 18, 1939

*In the matter of the joint application for arbitration of a controversy between Standard Coat & Apron Supply Company and employees. (288)*

The Board awards that in accordance with the contract all drivers should receive the same pay.

Therefore, the special delivery drivers should receive the same pay as the regular drivers.

**SULLY D. GIOVANNI—LAWRENCE**

November 21, 1939

*In the matter of the joint application for arbitration of a controversy between  
Sully D. Giovanni of Lawrence and employees. (289)*

The Board finds that the discharge of the employee in question was not for just cause. Under the terms of the contract discharges must be for just cause and the case when presented should show sufficient evidence to warrant discharge.

By agreement of the parties, this decision shall take effect as of the date of discharge, November 4, 1939.

**JOHN J. RILEY COMPANY—WOBURN**

November 21, 1939

*In the matter of the joint application for arbitration of a controversy between  
John J. Riley Company of Woburn and Firemen. (291)*

The Board finds a violation of Article One of the contract between the company and the Union.

By agreement of the parties, this decision is to take effect as of its date.

**EAGLE CLEANSERS & DYERS, INC.—BOSTON**

November 22, 1939

*In the matter of the joint application for arbitration of a controversy between  
the Eagle Cleaners & Dyers, Inc., of Boston, and silk spotters. (284)*

The Board finds that Mary Holman, employed as a spotter in accordance with the contract, produces as much work in quantity and as good in quality as the men silk spotters and is, therefore, entitled to the same pay as the men silk spotters.

The Board further finds that the other two women silk spotters are not at this time producing the same quantity and quality of work as the men silk spotters.

By agreement of the parties this decision shall take effect as of September 28, 1939.

**EAGLE CLEANSERS & DYERS, INC.—BOSTON**

November 22, 1939.

*In the matter of the joint application for arbitration of a controversy between  
the Eagle Cleaners & Dyers, Inc., of Boston and silk spotters. (285)*

The Board finds that the discharge of the employee in question is not justified.

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